

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

January 23, 2012

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:

Director of Elections Justin Aday
Chief Probate Clerk Wells Robinson
Development Director Eve Loeb with Alabama Shakespeare Festival
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Polizos

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of December 19, 2011

Presentation of the Minutes of the Regular Meeting of January 9, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. **Consider License Agreement with Pictometry International Corporation Regarding Aerial Photography, Appraisal Department**
2. **Consider Contractual Agreement with Intergraph Services Company Regarding Aerial Photography, Appraisal Department**
3. **Consider Automated Mail Services Agreement with Future Computer Systems, Inc., Revenue Commissioner's Office**
4. **Consider Amendment Number 1 to Contract with Continuous Health, LLC, Regarding Healthcare Dependent Coverage Eligibility Audit, Risk Management**
5. **Consider Cooperative Agreement with Alabama Department of Homeland Security Regarding State Homeland Security Grant Program, Sheriff's Office**
6. **Consider Application for Help America Vote Act (HAVA) County Reimbursements Part II, Probate Judge's Office (Election Center)**
7. **Consider Personal Services Contract with Stacey Stakely Regarding Voter Education, Probate Judge's Office (Election Center)**
8. **Consider Letter of Request and Resolution for Removal of Coosada Ferry Road from ALDOT Annual Maintenance Inspections, Engineering Department**
9. **Consider Miscellaneous Appropriations Reprogramming Requests, County Commission**
10. **Consider Budget Change Request Number 2, Probate Judge's Office (Election Center)**
11. **Consider Budget Change Request Number 8, County Commission Appropriations**
12. **Consider Position Fill Request for Tax and Map Compiler II, Position Number 850208025, Appraisal Department**
13. **Consider Allocation of One Appraisal Mapping Editor II, and Related Position Fill Request, Appraisal Department**
14. **Consider Position Fill Request for Clerk II, Position Number 100, Detention Facility**
15. **Consider Position Fill Request for Clerk Typist II, Position Number 179, Sheriff's Office**

16. Consider Position Fill Request for Juvenile Detention Officer, Position Number 900300014, Youth Facility
17. Consider Travel/Training Requests (12)

OLD BUSINESS:

18. Consider Resolution Regarding Financing of Energy Conservation Project, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JANUARY 23, 2012

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.

FEBRUARY 13, 2012

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.

FEBRUARY 20, 2012

County Holiday (President's Day)

FEBRUARY 27, 2012

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.

MARCH 12, 2012

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.

MARCH 26, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

APRIL 9, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

APRIL 23, 2012

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 2 Programmer Analyst II – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 HVAC Specialist – Support Services Department
Fill action continues for 1 Plumber III – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 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 24 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Clerk II – Detention Facility
Fill action continues for 3 Corrections Officers – Detention Facility
Fill action continues for 1 Stores Clerk 1 – 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 Administrative Secretary – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 Customer Service Clerk's – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 2 Juvenile Detention Officers – Youth Facility

January 23, 2012

01-23-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-13-12

Check Number	To	Check Number
222173		222261
Total Checks Paid		\$293,958.20

CHECK #	PAYEE	AMOUNT	DATE
222172	John Johnson	\$ 219.73	01/05/12

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

01-23-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-13-12

Check Number	To	Check Number
222262		222354
Total Checks Paid		\$883,178.87

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

01-23-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-20-12

Check Number	To	Check Number
222356		222406
Total Checks Paid		\$233,623.92

CHECK #	PAYEE	AMOUNT	DATE
222355	Mayer Electric Supply	\$ 42.00	01/12/12

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

01-23-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-20-12

Check Number	To	Check Number
222407		222494
Total Checks Paid		\$457,206.64

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

MONTGOMERY COUNTY COMMISSION**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID****CHECKS ARE DATED
01/13/12**

Payroll Check Number	111136	To	Payroll Check Number	111260	\$ 101,860.81
Direct Deposits					\$ 830,759.36
Payroll Check Number	111261	To	Payroll Check Number	111285	\$ 281,891.93
Direct Deposits					\$ 326,181.50
Federal Deposits					\$ 330,254.80
Total Payroll Paid					\$ 1,870,948.40

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

JANET BUSKEY
REVENUE COMMISSIONER

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

ALLYSON HOLLAND
CHIEF CLERK

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



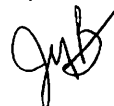
Agenda

JAN 23 2012

January 6, 2012

MEMORANDUM

TO: Elton Dean, Chairman, Montgomery County Commission and Montgomery County Commission

From: Janet Buskey, Revenue Commissioner 

Cc: Donnie Mims, County Administrator and Clay Henley, Chief Appraiser

Re: Proposal for Aerial Photography

In an effort to obtain updated orthophotography, oblique imagery and planimetrics data, the Montgomery County Revenue Commissioner's Appraisal Department received pricing quotes from four vendors providing acquisition services for the aforementioned products. Those vendors and their pricing quotes are as follows:

- Aeroquest Optimal - \$365,000.00 for providing orthophotography and planimetrics. Aeroquest Optimal does not provide in-house services for the acquisition of oblique imagery.
- Pictometry/ISC - \$429,619.00 for providing ortho-photography, oblique imagery and planimetrics.
- The Atlantic Group - \$262,710.00 for providing orthophotography and planimetrics. Additional pricing for oblique imagery was, depending on the resolution of the imagery, as follows:
 - \$94,463.12
 - \$111,447.78
 - \$127,458.86
- Spatial Net - \$328,000.00 for providing orthophotography, oblique imagery and planimetrics.

The City of Montgomery and the Montgomery Water Works and Sanitary Sewer Board are also users of orthophotography, oblique imagery and planimetrics. In the autumn of 2011, meetings were held in which representatives from Montgomery County, the City of Montgomery and the Montgomery Water Works and Sanitary Sewer Board discussed sharing the costs of acquiring updated aerial imagery and planimetric data that is in common use by all three entities. The cost sharing arrangement was agreeable to all three parties in that it prevented the redundant capture of data, lowered the cost of acquiring the data for each party involved and provided better stewardship of available capital.

Main Office
Downtown (Annex III)
101 S Lawrence St
Montgomery, AL 36104

East Office
5340B Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

The aforementioned parties have engaged in cost sharing arrangements with Pictometry in the past. As a result of previous services provided by Pictometry, all three entities have free and unlimited seats of Pictometry's imagery viewing software. Their software is available as EFS (Electronic Field Survey) which can be easily installed on most computers and/or Pictometry Online which can be made available to almost anyone with an internet connection. Both of these applications are also capable of serving up GIS data to many consumers of geospatial information within each entity's organization. Departments within the organizational structure of Montgomery County currently using Pictometry Online to view orthophotography, oblique imagery, planimetric and GIS data are:

- The Appraisal Department
- The Board of Registrars
- The Engineering Department
- The Sheriff's Department
- The Election Center

The City of Montgomery and the Water Works and Sanitary Sewer Board are not interested in a cost sharing arrangement if a vendor other than Pictometry is chosen. In the event that Pictometry is not chosen, Montgomery County would alone bear the costs of acquiring the aerial imagery and planimetrics from another vendor. Justifications for choosing Pictometry include but are not limited to the following:

- Previous relationships with Pictometry and satisfaction with the products and services they have provided in the past.
- The free and unlimited use of Pictometry's viewing software with 79 registered users having login and password credentials in various departments within Montgomery County.
- Montgomery County will be providing better stewardship of tax payer money by entering into a cost sharing agreement with the City of Montgomery and the Water Works and Sanitary Sewer Board.
- Pictometry's free desktop and online applications allow GIS data to be deployed along with their aerial imagery.
- Pictometry has a very knowledgeable and helpful technical support staff to assist their clients with enterprise wide deployment of their software applications.

Pictometry Contract Pricing

Pictometry Total	Annual Cost	25% 1st YR on Contract	75% 1st YR on Delivery	2nd YEAR
\$ 297,819.00	\$ 148,909.50	\$ 37,227.38	\$ 111,682.13	\$ 148,909.50

ISC Total \$ 131,800.00	Billed over 2-3 months: 90% billable hours due on delivery of work-in-progress; remaining 10% due upon Client approval/acceptance. Estimated completion (100% Due) by JUL 2012
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\$ 429,619.00	Total Cost 2yr Contract for Imagery and Planimetric Data
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PYMT DUE	APPRX DATE	AMOUNT		CUML TOTAL
Due on Contract	Dec 2011	\$ 37,227.38	Pay to Pictometry	\$ 37,227.38
Due on Delivery	Apr 2012	\$ 111,682.13	Pay to Pictometry	\$ 148,909.50
Total 3mo. Billables	My/Jn/Jy 2012	\$ 131,800.00	Pay to ISC	\$ 280,709.50
Due 2nd Year	Apr 2013	\$ 148,909.50	Pay to Pictometry	\$ 429,619.00

Cost Share (Each Partner):	1/3(Ann Cost) each YR	1/3(100% Billable) 1st YR	
YEAR 1	\$ 49,636.50	\$ 43,933.33	\$ 93,569.83
	PICTOMETRY	ISC	TOTAL 1st YR
YEAR 2	\$ 49,636.50	\$ -	\$ 49,636.50
			TOTAL 2nd YR

TOTAL COST Per Partner over 2YR Contract \$ 143,206.33

x3 = \$ 429,619.00

**PICTOMETRY INTERNATIONAL CORP.
AND
MONTGOMERY COUNTY, AL**

DESCRIPTION OF PRODUCTS (the "Products"):

Section A: Licensed Products

Section B: Product Terms, Conditions, and Specifications

TERM OF AGREEMENT (the "Term"):

Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

FEES AND PAYMENT TERMS (the "License Fees"):

All fees referred to in this License Agreement and in any of its Sections are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of the license and other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this License Agreement, including but not limited to, attorneys' fees and court costs.

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
131 South Perry St	100 Town Centre Drive, Suite A
Montgomery, AL 36104	Rochester, NY 14623
Attn: Janet Buskey, Revenue Commissioner	Attn: Director, Contract Administration
Phone: (334) 832-1218 Fax: (334) 241-4431	Phone: 585-486-0093 Fax: (585) 486-0098

AGREEMENT:

This License Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth on Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Terms and Conditions.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

PARTIES:

"LICENSEE"	"PICTOMETRY"
NAME:	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware Corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

1-4

SECTION A**LICENSED PRODUCTS**

Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

ORDER #

C110312

BILL TO
Montgomery County, AL
janet buskey
131 South Perry St
Montgomery, AL 36104
(334) 832-1218
janetbuskey@mc-ala.org

SHIP TO
Montgomery County, AL
janet buskey
131 South Perry St
Montgomery, AL 36104
(334) 832-1218
janetbuskey@mc-ala.org

CUSTOMER ID	SALES REP	TERM OF CONTRACT	TERM OF LICENSE	NUMBER OF FLIGHTS
A116960	GStee	2 years	2 years	1

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
497	AccuPLUS 12in - PICT DTM - Per Sector - Custom Area	Pictometry Provides DTM Data	\$160.00		\$79,520.00
469	AccuPLUS 6in - CUSTOMER LIDAR - Per Sector - Custom Area	Customer Provides LIDAR Data (subject to Pictometry testing and validation).	\$450.00		\$211,050.00
3	Change Analysis Seat License	Perpetual Seat License of Change Analysis.	\$750.00	\$0.00 Change Analysis Grant	\$0.00
1	DEMs - Customer provided "Custom"	Must receive custom before capture begins.	\$0.00		\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed license term for Imagery on this agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	IMAGE Library Compression - Imagery Each Additional 50,000	Compression price is per 50k image increment. Licensee must provide Pictometry with compression ratio within 30 days of related imagery delivery. If ratio not provided, Pictometry will utilize a default value.	\$2,500.00		\$2,500.00
2	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$398.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Par Library for Self-Hosting	Par library for Self-Hosting.	\$0.00		\$0.00
1	Self-Hosting Annual Maintenance Fee - D Level County	Annual maintenance and support for self-hosting for an area that is between 100,000-249,999 population.	\$2,880.00		\$2,880.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$296,348.00
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PAYMENT TERMS

Due at Signing	\$37,043.50
Due at Shipment of Imagery	\$111,130.50
Due at First Anniversary of Shipment of Imagery	\$148,174.00

Total Payments

\$296,348.00

SECTION B

PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

The following are the terms, conditions, and specifications related to the products offered under the attached License Agreement.

Maintenance Fees. Maintenance Fees shall be paid annually on each anniversary of the shipment of the Self Hosting solution. Such fees cover software updates, processing of future imagery for insertion into the Self Hosting Solution and customer support. If Maintenance Fees are not paid: customer support shall cease, software updates shall not be provided and future imagery shall not be processed for use with the Self Hosting Solution. If maintenance has ceased (due to non-payment of Maintenance Fees) and, at a later date, Licensee wishes to resume maintenance, Licensee shall either; 1) remit full payment for all past due Maintenance Fees, or 2) pay the full cost of a new Self Hosted Web Enabled Solution - Enterprise License (at then prevailing prices).

First Anniversary Maintenance fees are included in the attached payment breakdown. Licensee acknowledges and agrees that continued Self Hosting Maintenance fees shall be paid in the amount of \$1,440 per year for the Second anniversary year of this License Agreement and shall be paid upon invoicing from Pictometry.

PRODUCT PARAMETERS

ACCUPLUS IMAGERY

Product: AccuPLUS 12in - PICT DTM - Per Sector - Custom Area
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: Customer Provided
Coverage Area Format: Shapefile
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: AccuPLUS 6in - CUSTOMER LIDAR - Per Sector - Custom Area
Ortho Tile Projection:
Ortho Tile Format:
Units:
Elevation Source:
Coverage Area Format:
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

STANDARD TERMS AND CONDITIONS

EAP

Economic Alliance Partnership (EAP): Licensee shall be eligible for the EAP program for the license term defined on the order form. For multi-library contracts (more than one image capture on the order form), EAP terms and conditions shown below will apply for the term of the license associated with the first image library capture. The term for any remaining image library captures will be covered by the then prevailing EAP terms, as defined by Pictometry International Corp.

- A. **Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.
- B. **Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:
 - **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.

- **Tornado:** imagery of areas impacted by Tornadoes with ratings of EF4 and above. Coverage for tornadoes below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.

C. **Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery** – Pictometry's Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

ACCUPLUS

AccuPlus Premium Ortho-Mosaic and 4-Way Obliques

Customer must provide coverage area definition in electronic format (i.e., shape files, KML, DXF, etc.). Inquire about other formats.

TECHNICAL SPECIFICATIONS: AccuPlus Premium Ortho-Mosaic

Product Overview:

Seamless ortho-mosaic produced from individual frames and tiled to customer's preferred tiling scheme. Available at 3-inch, 4-inch, 6-inch, and 12-inch GSD.

Acquisition:

Flight plans will be prepared to capture image frames with nominal 60% forward overlap and nominal 30% sidelap in order to provide sufficient overlap for automatic aerial triangulation and mitigation of building lean in orthophotography produced. Source imagery will be acquired during times of optimal environmental conditions. Imagery will generally be captured when solar altitude is 30 degrees or greater and/or by using the most optimal four-hour window, except where capture season offers significantly longer window. Imagery will be acquired with ground free of snow cover and deciduous vegetation less than 30% of full bloom. Frames with clouds will be rejected and reflown. Any planned deviation from these conditions imposed by capture window constraints will be discussed with client prior to commencement of acquisition.

Camera:

Pictometry utilizes its USGS certified, custom designed mapping camera incorporating a Kodak sensor and custom designed photogrammetric lenses. The sensor is fully calibrated according to Pictometry's USGS approved calibration process. Pictometry's sensor provides a dynamic range of 12 bits per band, RGB (resampled to 8 bits during processing).

Ortho-Rectification:

Prior to the production of orthophotography, Pictometry will perform automatic aerial triangulation, utilizing the directly observed Exterior Orientations (EOs) and ground control points (GCPs), measured by a licensed surveyor, for the purpose of orienting the individual frames for creation of the final ortho imagery. In addition to the GCPs, sophisticated matching techniques will be employed to automatically create tie points for use in performing a bundle adjustment. Pictometry will utilize best available Digital Terrain Models, combined with the calibrated camera interior orientations, ground control points, and triangulated EOs to rectify the images. When the rectification requires a resampling of the source imagery, a cubic convolution method will be utilized.

Horizontal Accuracy:

3" AccuPlus: RMSE_x = 1.41 ft, NSSDA (95%) = 2.5 ft., meets or exceeds NMAAS 1" = 100'
 4" AccuPlus: RMSE_x = 1.63 ft, NSSDA (95%) = 2.8 ft., meets or exceeds NMAAS 1" = 100'
 6" AccuPlus: RMSE_x = 1.85 ft, NSSDA (95%) = 3.2 ft., meets or exceeds NMAAS 1" = 100'
 12" AccuPlus: RMSE_x = 4.40 ft, NSSDA (95%) = 6.5 ft., meets or exceeds NMAAS 1" = 200'

Mosaic:

Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Once the mosaic has been produced, the imagery will be tiled and named according to the customer provided (or Pictometry generated) schema for delivery.

Deliverables:

All deliverables in customer preferred coordinate system.

- Project-wide seamless mosaic in ECW (or MrSID if requested) format
- Tiled imagery according to customer provided tiling scheme – available as TIFF, GeoTIFF or JPG
- FGDC compliant metadata

LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

Imagery: Licensed Images procured with a high resolution digital camera and nominal GSD is as indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PMI format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

EFS Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage

Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software for the term of their active License (not Perpetual License) with Pictometry, as indicated on the order form, from the initial date of shipping of the EFS software, along with a copy of the updated documentation. Recommended minimum system requirements for EFS are as follows:

Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2G or more recommended for Vista and Windows 7).
Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution.
100 Mbps - NIC (network deployments). 250MB available hard disk space (EFS R1.14)

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License Fees: All fees associated with the licensed imagery are considered earned upon shipment of substantially all of the Licensed Products.

Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

Digital Imagery Specifications

Dimensions and Resolution:

All values are approximates based on target height-over-ground. The actual values vary due to conditions outside of Pictometry's control, including, but not limited to, air traffic control restrictions, weather, and elevation changes in the underlying ground surface.

Individual Images:

Community Images

C5 Oblique (Nominal 12 Inch)

Nominal Ground Sample Distance:

Front Line: 0.9 feet/pixel
Middle Line: 1.0 feet/pixel
Back Line: 1.2 feet/pixel

C5 Orthogonal (Nominal 12 Inch)

Nominal Ground Sample Distance: 0.9 feet/pixel

Community Images

C3 Oblique (Nominal 12 Inch)

Nominal Ground Sample Distance:

Front Line: 0.9 feet/pixel
Middle Line: 1.2 feet/pixel
Back Line: 1.9 feet/pixel

C3 Orthogonal (Nominal 12 Inch)

Nominal Ground Sample Distance: 1.0 feet/pixel

Community Images

Oblique (Nominal 8 Inch)

Nominal Ground Sample Distance:

Front Line: 0.7 feet/pixel
Middle Line: 0.8 feet/pixel
Back Line: 0.9 feet/pixel

Orthogonal (Nominal 8 Inch)

Nominal Ground Sample Distance: 0.65 feet/pixel

Neighborhood Images

Oblique (Nominal 6 Inch)

Nominal Ground Sample Distance:

Front Line: 0.4 feet/pixel

Middle Line: 0.5 feet/pixel
Back Line: 0.6 feet/pixel

Orthogonal (Nominal 6 Inch)

Nominal Ground Sample Distance: 0.4 feet/pixel

Neighborhood Images

Oblique (Nominal 4 Inch)

Nominal Ground Sample Distance:

Front Line: 0.28 feet/pixel
Middle Line: 0.35 feet/pixel
Back Line: 0.41 feet/pixel

Ortho (Nominal 4 Inch)

Nominal Ground Sample Distance: 0.28 feet/pixel

Neighborhood Images

Oblique (Nominal 3 Inch)

Nominal Ground Sample Distance:

Front Line: 0.23 feet/pixel
Middle Line: 0.28 feet/pixel
Back Line: 0.33 feet/pixel

Ortho (Nominal 3 Inch)

Nominal Ground Sample Distance: 0.23 feet/pixel

Sector Tiles:

One-Meter Sector Tiles

Footprint: 5,280 x 5,280 feet (1,609 x 1,609 meters)
Pixel Size: 3.28 feet/pixel (1.0 meters/pixel)
Source Imagery: Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal
Radiometry: Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.): 8,000 KB (JPG format)

12 inch Sector Tiles

Footprint: 2,640 x 2,640 feet (805 x 805 meters)
Pixel Size: 1.0 feet/pixel (0.3048 meters/pixel)
Source Imagery: Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal
Radiometry: Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.): 20,900 KB (JPG format)

6 Inch Quarter Sector Tiles

Footprint: 2,640 x 2,640 feet (805 x 805 meters)
Pixel Size: 0.5 feet/pixel (0.1524 meters/pixel)
Source Imagery: Neighborhood Orthogonal and/or Neighborhood Orthogonal
Radiometry: Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.): 83,500 KB (JPG format)

General Specifications:

Orthogonal Images

Image Format Industry-standard image format with proprietary image trailer.

Image Quality Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.

Measurement Accuracy <0.5% measurement error, excluding user pixel selection error

Pixel Placement Accuracy Pictometry provides a visualization system and therefore does not certify image accuracy.

Sensor Orientation Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.

Sensor Positional Accuracy mean 15cm absolute

Sensor Directional Accuracy 0.015 degrees absolute (roll/pitch). 0.035 degrees absolute (heading)

Ortho-Rectification The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should

be specified in the contract, or a default coordinate system will be used.

Image Export

JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.

Image Tiling

Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

Oblique Images

Image Format

Industry-standard image format with proprietary image trailer.

Image Quality

Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.

Measurement Accuracy

<0.75% measurement error, excluding user pixel selection error

Pixel Placement Accuracy

Pictometry provides a visualization system and therefore does not certify image accuracy.

Sensor Orientation

Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.

Sensor Positional Accuracy

mean 15cm absolute

Sensor Directional Accuracy

0.015 degrees absolute (roll/pitch)
0.035 degrees absolute (heading)

Image Export

JFIF (JPEG), TIFF, BMP
Pictometry software can be utilized to export the images into any of the above industry-standard formats.

Notes

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

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- 1.2 "Community Images" ("CI") means a set of views, each covering an entire Image Sector. One view from directly overhead and other views from different oblique angles.
- 1.3 "Neighborhood Images" ("NI") means a set of overlapping, orthogonal and oblique views blanketing the entire sector, providing for a higher degree of detail than Community Images.
- 1.4 "Image Sector" means a portion of an image collection project and defined as approximately one square mile in area.
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- 10.5 **Export Control.** Licensee agrees to comply fully with the export laws and regulations of the United States Government with respect to the Licensed Products supplied by Pictometry. Accordingly, Licensee agrees that all technical data, software, or other information or assistance (other than publicly available information) furnished by Pictometry, and any product thereof, shall not be re-exported by Licensee, or its authorized transferees, if any, directly or indirectly from the United States unless explicitly permitted by U.S. export control laws and regulations. These obligations of the Licensee shall survive any satisfaction, termination, or discharge of this Agreement.
- 10.6 **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
- 10.7 **Force Majeure.** Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

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

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MEMORANDUM

January 20, 2012

TO: Donnie Mims
FROM: Tommy Gallion
RE: Aerial Photography Contracts
Revenue Department

I have reviewed your January 18, 2012 memorandum and the January 6, 2012 memorandum from Commissioner Buskey to Elton Dean regarding the four vendor proposals with their price quotes for orthophotography, oblique imagery, planimetrics and GIS data for Montgomery County. This data is used not only by the Revenue Department, but also by the Appraisal Department, Board of Registrars, Engineering Department, Sheriff's Office and the Election Center.

Looking at the four vendors' proposals and prices outlined in Commissioner Buskey's memorandum, it appears that Pictometry presented the highest quote for the service (\$429,619).

Commissioner Buskey presents strong evidence that her selection would be to use Pictometry. The County has its current agreement with Pictometry, which is renewable for two more years. I have also reviewed the August 22, 2011 letter from Pictometry located in Rochester, New York to Commissioner Buskey offering a special price of \$297,819. The next group of information in my packet is copy of Contract 2011-004 with Intergraph Services Company ("ISC") located in Madison, Alabama showing the already entered contract price for the project is \$131,800. When you take ISC's quote price and add it to Pictometry's quote of \$297,819, it totals \$429,619 the amount listed in Commissioner Buskey's memorandum. Thus I understand why it is listed as Pictometry/ISC.

It is my understanding that The City of Montgomery and the Montgomery Water Works and Sanitary Sewer Board are willing to share the cost and the end product as long as Pictometry/ISC is selected because all three parties have used Pictometry in the past. With the cost sharing arrangement would the County's share be an equal one third of the second proposal.

Based on the above, if the County so desires it can enter into this agreement with all of the parties as described above. This is a request for proposal and is a professional service that does not fall under the requirement under the State Alabama Bid Law.

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

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CONTRACT 2011-004

CONTRACTUAL AGREEMENT



THIS CONTRACTUAL AGREEMENT, is made this *1st* day of *December, 2011*, by and between the County of Montgomery, Alabama hereinafter referred to as the "County", and Intergraph Services Company (ISC), a subsidiary of Intergraph Government Solutions (IGS), whose principal office is at 170 Graphics Drive IW1503 Madison, Alabama 35758, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the County desires to engage the Contractor to render certain professional services and deliver certain materials hereinafter described; and

WHEREAS, the Contractor represents that it is qualified, willing and able to provide the professional services and deliver the requested materials to the County according to the attached **Scope of Work** and the terms of this Contractual Agreement; it is therefore agreed and understood that;

The purpose of this project is to provide Montgomery County with up-to-date, accurate GIS Base Mapping Layers. The planimetric map features will be collected from digital aerial orthophotography acquired by the County in 2012. The County shall provide a copy of this imagery to the Contractor for execution of this project.

The agreed upon price to be paid to the Contractor for the project is: **\$131,800.00**

The stated contract price is inclusive of the Product and Services outlined in Attachment A - Scope of Work under paragraph 1.

This project is to be conducted as described in the provisions herein.

The project is to be initiated upon receipt of written authorization to proceed, and will consist of the following basic steps:

1. Compilation (Planimetric)
2. Generation of updated GIS Base Map Layers
3. Submission of Contract Deliverables

Attachment A: Scope of Work

Attachment B: Project Schedule

Attachment C: Payment Terms

Attachment D: General Terms and Conditions

CONTRACT 2011-004



References:

DEPARTMENT OF REVENUE, PROPERTY TAX DIVISION SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS, GIS/COMPUTER ASSISTED PROPERTY TAX MAPPING AND AERIAL PHOTOGRAPHY – ADV-25. This document supersedes the SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS AERIAL PHOTOGRAPHY AND COMPUTER ASSISTED MAPPING, DATED June 1, 1994 edition.

**ATTACHMENT A
SCOPE OF WORK**

ADOR-Required features:

- **Transportation**
 - **Paved Centerlines**
 - Paved Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - All centerlines added by ISC will be in a separate feature class from existing centerlines to allow the county to address their attribution after project completion
 - **Edge of Pavement (paved road)**
 - ISC will collect edge of pavement per ADOR specifications (roads leading to 2 or more residences; private drives and park/cemetery paths do not qualify).
 - Where the county has a centerline but no paved edge, ISC will add the paved edge. If the existing centerlines do not comply with ADOR accuracy requirements when referenced to the orthophoto, edges of pavement will not be added.
 - **Unpaved Centerlines**
 - Unpaved Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - All centerlines added by ISC will be in a separate feature class from existing centerlines to allow the county to address their attribution after project completion
 - **Traveled Path (unpaved road)**
 - ISC will collect traveled path per ADOR specifications (roads leading to 2 or more residences; logging trails, ungraded roads, & ATV trails do not qualify).
 - **Bridges**
 - ISC will add/update all bridges per ADOR specifications
 - **Railroads**
 - ISC will add/update all railroad lines, spurs, and extensions per ADOR specifications.
- Note: ISC will not*
- **Hydrography**
 - **Linear streams**
 - ISC will update all linear streams per ADOR specifications
 - **Area streams**
 - ISC will update all area streams (double line) per ADOR specifications
 - **Linear River**
 - Feature does not exist – will not be created or updated.
 - **Area River**

CONTRACT 2011-004



- ISC will update all area rivers (double line rivers) per ADOR specifications
- Linear Ditch
 - ISC will update all linear ditch features per ADOR specifications (this includes only major ditches used for irrigation or draining).
- Area Ditch
 - ISC will update all area ditch features (double line ditch) per ADOR specifications (this includes only major ditches used for irrigation or draining).
- Dams
 - ISC will update all major dams per ADOR specifications.
- Lakes
 - ISC will update all lakes to match imagery. ISC will not migrate features from lake to pond based on size.
- Ponds
 - ISC will update all ponds to match imagery. ISC will not migrate features from pond to lake based on size.
- Swamps
 - ISC will update all swamps per ADOR specifications and current state of county's data.
- Cultural
 - Building Footprint
 - ISC will add/remove/modify all building footprints per ADOR specifications.
 - ISC will add two new attributes to the "buildings" feature class and update accordingly during production.
 - IS_NEW (value of True or False)
 - IS_MODIFIED (value of True or False)
 - ISC will retain all "deleted" buildings in a separate feature class for county review
 - ISC will migrate existing "buildings" to "buildings_in_ruin" if imagery supports
 - ISC will migrate existing "buildings_under_construction" to "buildings" if imagery supports
 - ISC will collect "buildings_under_construction" as a separate feature class from "buildings"
 - Communication Tower
 - ISC will collect all towers used for communication per ADOR specifications (e.g. radio towers, cell towers, microwave towers) as a single point feature class
 - Power Pylon
 - ISC will collect all major power transmission pylons per ADOR specifications (e.g. major cross country pylons) as a single point feature class residing in the center of the base of a pylon.

- Quarries
 - ISC will update/collect the area outline of all quarries.

- (1) *Special Note: ISC will retain (if county desires) all current breakout of "hidden" feature classes. ISC will not collect any new or updated features in the "hidden" feature classes, but instead will collect them in the non-hidden version of that feature.*

2. TECHNICAL REQUIREMENTS:

The DEPARTMENT OF REVENUE, PROPERTY TAX DIVISION SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS, GIS/COMPUTER ASSISTED PROPERTY TAX MAPPING AND AERIAL PHOTOGRAPHY – ADV-25 provides specific authoritative requirements, specifications and guidelines for planimetric mapping, which will serve to guide this effort, specifically:

The development of GIS Base Mapping Layers set forth in paragraph 3: AERIAL PHOTOGRAPHY – DIGITAL IMAGERY. Planimetric features further identified in paragraph 3.9.7. (1) through (14) are considered mandatory by the ADOR. Optional layers for LiDAR and contours are also identified (but are beyond the scope of this Contract). In order to maintain consistency in the production and delivery of GIS Base Mapping Layers between respective Counties, the ADOR has set forth paragraph 4: PLANIMETRIC MAPPING GUIDELINES. These guidelines identify specific features and methods for planimetric collection. These guidelines will be used for updating Montgomery County's Base Mapping Layers.

CONTRACT DELIVERABLES:

At the conclusion of this Project, and as a condition of its completion, Contractor shall deliver to the Montgomery County Revenue Commissioner the following products and information where applicable:

- Planimetric File (features listed in section 1 above) for incorporation into the county's existing Planimetric Database.



CONTRACT 2011-004

ATTACHMENT B PROJECT SCHEDULE

The following is the Project Schedule. It contains the scheduled starting and ending dates for the major categories of services.

	<u>Milestones</u>
1. Award of Contract	12/30/2011
2. Receipt of Imagery	To Be Resolved
3. Compilation (Planimetric)	Upon Receipt of Imagery (RoI)
4. Submission of Contract Deliverables	16 Weeks after RoI
5. County Data Review	Upon Delivery to County
6. Final Delivery/Contract Completion	30 Days following Delivery



CONTRACT 2011-004

ATTACHMENT C PAYMENT TERMS

1. PRICE

The FIRM FIXED PRICE for the Work described in Attachment A - Scope of Work, is One Hundred Thirty-One Thousand, Eight Hundred Dollars (\$131,800) excluding any sales, use, value added or similar taxes.

Updated Planimetric Mapping

\$131,800.00

Procurement of Optional Service Items: The County may procure additional services not listed at any time during the contract period. The procurement of additional services authorized by the County may be made through modification of the base contract.

2. LIMITATION OF EXPENDITURE

County shall not be obliged under this agreement to reimburse Contractor in excess of the firm fixed price noted above. However, should the County request work beyond the scope of services outlined herein, the Contractor will provide the County with a revised Scope of Work and estimate of cost for additional requested services. The Contractor will proceed with additional work only upon receipt of written authorization from the County.

3. BILLING

The Contractor may secure payment for a percentage complete on a monthly work-in-progress basis, or for the full amount of monies allocated to tasks under each Phase by submitting to the county the following:

- a. All deliverable items or evidence of work-in-progress representing that percentage or the full amount of work for which the Contractor is claiming payment.
- b. Dated invoice showing the amount of the claimed payment with a brief description of the work performed for each amount being claimed. Invoices may be submitted on a monthly basis.

3. PAYMENT

The County will make prompt payments to the Contractor following receipt of the items described in Attachments A and B, above, subject to the following:

- a. Formal acceptance by the County as complete, satisfactory and meeting applicable specifications of deliverable items, or evidence of work in progress, representing that percentage of the full amount required to substantiate the claimed payment.
- b. Ten percent (10%) of each billing will be withheld by the County as retainage until completion of the contract and deliverables formally accepted by the County as complete, satisfactory, and meeting all applicable specifications.

CONTRACT 2011-004



- c. The County shall pay within sixty (30) days of receipt all payment claims submitted by the Contractor. All payment claims not paid within sixty (60) days or disputed by the County may be considered overdue and shall bear a monthly charge of 1% on the unpaid amount until paid. The County shall not use the dispute of one payment claim as a reason for disputing or not paying on time any other payment claim, unless the disputed claim materially affects the usability of any other part or phase of the work contemplated by this Contractual Agreement.



CONTRACT 2011-004

ATTACHMENT D GENERAL TERMS AND CONDITIONS

1. CONTRACTOR:

- a. The Contractor is and shall at all times be an Independent Contractor to the County during performance under this Contract, and shall at no time be considered an agent or partner of the County.
- b. All work conducted shall be performed by US citizens and within the boundaries of the United States. Under no circumstances shall it be permitted to send any data associated with the contract to destinations outside of this country.

2. SOURCE MATERIALS:

- a. Within seven (7) calendar days of contract signing, the County will provide the Contractor with the Source materials requested and set out in the Contractor's Proposal. The Contractor will acknowledge in writing within fourteen (14) calendar days receipt of all Source materials provided by the County. Should the Contractor determine there is relevant information missing from the source materials provided, Contractor will bring this to the attention of the County.
- b. The accuracy of the data contained in the source materials - including the orthoimagery and the existing planimetric data - is the responsibility of the County. Should the Contractor discover that the County-supplied data contains inaccuracies which must be corrected or otherwise remedied before work can proceed on the planimetric update, the Contractor will bring this to County's attention and request direction. Upon receipt of the Contractor's notice of discrepancies in source materials or data, the County has the option to: (a) remedy the problems with the source materials/data, or (b) direct the work to proceed without correcting these inaccuracies. Any delay in obtaining such direction from the County will be considered an excusable delay on the part of the Contractor.

3. TITLE TO GOODS AND SERVICES - RISK OF LOSS

- a. Except as may otherwise be provided herein, title to the goods and services to be provided by Contractor in this Contract shall pass to County upon receipt and acceptance.
- b. The risk of loss to such goods and services shall pass to County upon delivery.

4. INSPECTION AND ACCEPTANCE

- a. Contractor shall inspect and test as required in the Contract.
- b. County or its representatives may from time to time wish to view Contractor's performance under the Contract. Contractor agrees to cooperate fully with such activities and to allow reasonable access to its facilities.



c. Any review or comments by County or its representatives, shall in no way relieve Contractor of any of its obligations in the Contract, unless otherwise expressly provided herein and then only to the extent provided.

d. If any of the goods and services do not conform to the requirements of this Contract, County may, within thirty (30) days of receipt, reject any or all of the goods and services. If the County has not rejected the goods and services within thirty (30) days of receipt, the goods and services shall be deemed to be accepted. Rejected goods may, at the option of County, be held for Contractor's disposition instructions or returned to Contractor. Any acceptance by County of part of the goods and services shall not relieve Contractor of its obligations. No act of payment by County shall be considered an approval or acceptance of any or all of the goods and services.

5. WARRANTIES/GUARANTEES

a. Contractor warrants that the goods and services to be provided herein shall: conform with the requirements of the Contract and ADOR specifications incorporated herein; and be free from defects in workmanship. This sole and limited warranty is in lieu of all other warranties, guarantees or representations, whether expressed or implied, with respect to the goods and services, including but not limited to, those relating to merchantability or fitness for a particular purpose or function and whether arising out of statute, law, equity, course of dealing, usage of trade or otherwise. In no event shall Contractor be liable for any consequential, indirect, special or punitive damages, including loss of profit, data, use, or capital, by County, arising herefrom.

6. REPORTS AND MEETINGS

Contractor shall furnish County with monthly status reports and attend meetings when and as reasonably required by County.

7. CHANGES - SUSPENSION

a. County by Notice through its authorized representative shall have the right to: make changes (Change) hereto including, but not limited to, goods or services to be provided, time, place, or method of delivery, specifications, or drawings; or suspend performance by Contractor (Suspension) herein, whereupon Contractor shall promptly comply with such Suspension as required, make reasonable efforts to obtain suspension terms favorable to County, and use its personnel to minimize costs associated with the Suspension.

b. If Contractor believes any instruction, interpretation, or decision by County affects its performance obligations herein and should be considered a Change, it may within ten (10) working days of receipt thereof, give written Notice to County's authorized representative of the effect upon Contractor's performance obligations. Receipt of such Notice by County or acquiescence thereto shall not be construed as a Change. In no event shall any instruction, interpretation or decision by County that results from an error, mistake, or omission of Contractor in the provision of goods or services herein be considered as a Change.

c. If any Change or Suspension results in an alteration to the cost of or time required for Contractor performance herein, an equitable adjustment will be made and the Contract amended

accordingly. Contractor shall continue performance of its obligations herein during the period of Change or Suspension until such equitable adjustment is made. In no event shall any alteration, modification or other change to the Contract have effect or be binding upon either party unless in writing and signed by both parties.

d. If County fails to make payments to Contractor in accordance with the terms of this Contract, Contractor may suspend performance hereunder until all amounts owed have been paid.

8. TERMINATION

a. County may at any time and without cause, upon thirty (30) days Notice to Contractor, terminate all or a portion of the Contract. Rights and obligations of the parties which may have accrued or arisen to the time of termination shall not be affected thereby. Contractor shall be paid for all work delivered and accepted in accordance with the Contract, if termination is not due to the sole fault of the Contractor, the fully burdened cost of any work not completed or delivered up until the time of termination and reasonable costs of terminating the work plus overheads and a reasonable profit thereon.

b. Upon default by either party of any material term, condition, covenant or agreement to the contract, and upon mutual failure to cure such default within thirty (30) days of written notice thereof, either party may terminate all or a portion of this Contract. Contractor shall be paid for all work delivered to and accepted by County prior to the termination. Deemed acts of default by either party shall include but not be limited to: Entity ceasing to carry on its business in the ordinary course; or, insolvency or bankruptcy of either party, or the making of a general assignment for the benefit of creditors; or, an order of receivership, or for the liquidation; or, the appointment of a Custodian, Receiver or Manager or similar person in respect thereof.

9. FORCE MAJEURE / EXCUSABLE DELAYS

A party hereto shall not be in default under the Contract from any failure to perform hereunder if such failure arises from causes beyond the control of and without the fault or negligence of such party. Such causes include but are not limited to: acts of God or of the public enemy; acts of Government including but not limited to fire; flood; strike; epidemic; quarantine restrictions; or unusually severe weather. The affected party shall immediately give Notice to the other, including all relevant information, that any such actual or potential cause threatens to delay the timely performance of the Contract.

10. COMPLIANCE WITH LAW

Contractor shall comply with federal, state, or municipal laws and regulations.

11. CONFIDENTIAL INFORMATION

a. Both parties agree to:

Receive and maintain as proprietary and confidential, any Confidential Information of the other party; and to protect from disclosure to others or from use, by itself or others, for any purpose

inconsistent with this Contract without the prior written consent of the providing party.

Confidential Information shall include information within the scope of a party's patents, copyright, trade secrets, technical data, or business information conveyed in written, graphic or other permanent tangible form; or if oral, if promptly reduced to a permanent tangible form, and shall also include information received by a party under an obligation of secrecy or confidentiality. This does not include information which was already known to the receiving Party without an obligation of secrecy at the time of disclosure under this Contract, or lawfully in the public domain at the time of disclosure under this Contract, or becomes lawfully within the public domain, or after disclosure is lawfully obtained by the receiving party from another source without restriction on disclosure.

b. The provisions contained within this Article, shall survive termination of the Contract for any reason whatsoever for ten (10) years from the effective date of this Contract.

12. SUBCONTRACTS/PURCHASE ORDERS

Contractor shall not subcontract or assign any of the work, rights or obligations under this Contract without the prior written permission of the County. All work shall be performed within the boundaries of the United States. Under no circumstances shall Contractor or County be permitted to send any data associated with the performance of a contract to destinations outside of this country. The use of non-US citizens in performance of any aspect of a project or work performed in the US by a company that in any way is owned or managed by a non-US Citizen requires advance approval from the County and the Department of Revenue.

13. INDEMNITY FOR PATENT INFRINGEMENT

Contractor shall defend, indemnify and save harmless County from and against all damages, costs and expenses, including attorneys' fees and costs which County may sustain, pay, or incur as a result of any cause, action, suit, proceeding or claim brought against County for patent infringement as a result of the sale or use of the goods or services provided by Contractor under this Contract. County will provide Contractor with timely written Notice of any such claim, and will co-operate fully with Contractor in furtherance of Contractor obligations herein. Contractor obligations herein shall not apply to County-provided designs or specifications.

14. LIABILITY AND INDEMNIFICATION

a. Contractor shall indemnify and save harmless County from and against all manner of claims, losses, costs, damages, and expenses which may be brought or made against, or which County may sustain or incur, as a result of Contractor's negligence in the performance of the Contract.

b. County shall provide Contractor with timely written Notice of any such claim, and will provide all relevant information and cooperate with Contractor in furtherance of Contractor's obligation herein.

c. In no event shall Contractor be liable for loss of profits, loss of revenue, or consequential

CONTRACT 2011-004



damages.

d. Contractor's liability under this contract shall be limited to amount paid under this Contract.

15. INSURANCE

Contractor shall maintain in force during the term of this Contract insurance with the following minimum limits:

General Liability \$1,000,000

Worker's Compensation as required.

The Contractor shall provide County with a certificate of insurance showing evidence of the above coverage.

16. NOTICES

Any notice or communication pertaining to this Contractual Agreement shall be deemed to have been duly given by the parties hereto if sent to the other by registered or express mail or facsimile to the address hereinafter stated, or to other address as mutually agreed.

Janet Buskey, Revenue Commissioner
101 South Lawrence St.
Montgomery, AL 36104

Phone: (334) 832-1218
Fax: (334) 832-1644

Keith Frost (ISC)
170 Graphics Drive IW1503
Madison, Alabama 35758

Phone: (256) 799-6781
Fax: (256) 799-6929

17. DISPUTES

In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may by notice setting out the particulars of the dispute, refer the matter to the senior management of the parties. If senior management cannot resolve the dispute within thirty (30) days of the Notice of Dispute the dispute shall be referred to arbitration. Any such arbitration will be conducted in accordance with the rules of the Alabama Arbitration Act and shall be conducted by a single arbitrator, in English, in Alabama. The parties agree to be bound by the decision of the arbitrator. The costs of the arbitration shall be apportioned between the parties, or against one or more of the parties, as the arbitrator may decide.

18. WAIVER

Waiver by either party of the strict performance of any term, condition, or agreement in the Contract shall not of itself constitute a waiver of or abrogate such term, condition, or agreement, nor be a waiver of any subsequent breach of same, or of any other term, condition, or agreement.



19. HEADINGS

Headings to any of the provisions of the Contract are for convenience only and shall not have the effect of modifying, amending, or altering any provision of the Contract.

20. SEVERABILITY

If any provision of the Contract is held to be invalid in whole or in part, the remainder of the Contract or of such provision, shall not be affected thereby.

21. LAW OF CONTRACT

The laws of the State of Alabama shall govern the legal obligations of the parties and the interpretation of the Contract.

22. ASSIGNMENT

Neither the Contract nor any rights or obligations contained herein may be assigned, subcontracted, or otherwise transferred in whole or in part by Contractor without the prior written consent of County. Such consent shall not be unreasonably withheld.

23. REPRESENTATIVES, SUCCESSORS AND ASSIGNS

Each and every provision contained in this Contract on the part of either party shall apply to and enure to the benefit of and bind their respective legal representatives, successors and assigns.

24. TAXES/DUTY

Unless expressly included herein, prices for goods and services are exclusive of all sales, use and like taxes, value, value added, or business transfer taxes and any such taxes or duties required by law shall be paid by the County.

25. PUBLICITY

Both parties accept that the other Party's name shall not be disclosed for purposes of advertising, including but not limited to press releases, brochures, or verbal announcements concerning this Contract, without the express written permission of the other party.

26. ENTIRETY OF CONTRACT

The terms and conditions of the Contractual Agreement and any document specifically incorporated herein by reference, if any, constitute the entire Contractual Agreement between the parties. No prior communications, whether written or oral, shall be read into such Contractual Agreement for purposes of construction, interpretation or any other purpose whatsoever.

CONTRACT 2011-004

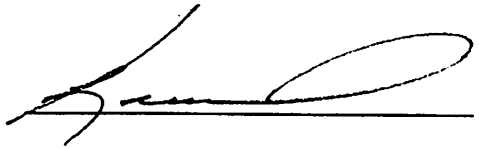


IN WITNESS WHEREOF, the parties have caused this instrument and Exhibits to be executed by themselves or their duly authorized officers or agents hereunto the day and year first written above.

MONTGOMERY COUNTY

INTERGRAPH SERVICES COMPANY
(ISC)

BY _____

BY 

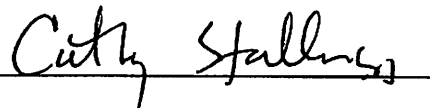
NAME _____

NAME Keith Frost

TITLE _____

TITLE Business Manager

ATTEST _____

WITNESS 

DATE _____

DATE December 12, 2011



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

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

TTG

MEMORANDUM

January 20, 2012

TO: Donnie Mims
FROM: Tommy Gallion
RE: Aerial Photography Contracts
Revenue Department

I have reviewed your January 18, 2012 memorandum and the January 6, 2012 memorandum from Commissioner Buskey to Elton Dean regarding the four vendor proposals with their price quotes for orthophotography, oblique imagery, planimetrics and GIS data for Montgomery County. This data is used not only by the Revenue Department, but also by the Appraisal Department, Board of Registrars, Engineering Department, Sheriff's Office and the Election Center.

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JANET BUSKEY
REVENUE COMMISSIONER

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

ALLYSON HOLLAND
CHIEF CLERK

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



Agenda

JAN 23 2012

January 19, 2012

MEMORANDUM

TO: ELTON DEAN, CHAIRMAN, COUNTY COMMISSION
MONTGOMERY COUNTY COMMISSION

FROM: JANET BUSKEY, REVENUE COMMISSIONER *JB*

CC: DONNIE MIMS, COUNTY ADMINISTRATOR

RE: AUTOMATED MAIL SVS AGREEMENT

In accordance with § 40-10-2, the Probate Judge is required to mail to each taxpayer delinquent in the payment of their real estate taxes, a certified or registered notice. As you know, the Revenue Commissioner provides this service in the name of the Probate Judge. We have in the past handwritten the certified notice, mailed the notices, and scanned to provide evidence that we have complied with the Code of Alabama.

We would like to automate this process by contracting with Future Computer Systems, Inc. This will completely automate this service as well as maintain a database which follows the disposition of the probate notices (e.g., Taxpayer signed or refused delivery).

The postage costs will be the same but this will save on man hours as well as the cost of printing the probate notice form.

The representatives have met with John Mitchell and Lou Ialacci. Lou believes that they can accommodate the company in providing the electronic records of delinquent taxpayers. The probate notices are mailed in March.

I respectfully request that this agreement be placed on the agenda for approval at the January 23, 2012 County Commission meeting. Thank you for your consideration.

ATTACHMENTS

Main Office
Downtown (Annex III)
101 S Lawrence St
Montgomery, AL 36104

East Office
5340B Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

Future Computer Systems, Inc Automated Mail Services Agreement

THIS AGREEMENT (this "Agreement") for Automated Mail Service is executed on the date below by and between Future Computer Systems, Inc, 508 Cahaba Valley Circle, Birmingham, AL 35124 (hereinafter "FCSI") and Montgomery County Commission ,101 South Lawrence Street, Montgomery, AL, 36104 (hereinafter "USER").

Term. This Agreement shall begin on acceptance of this agreement and shall be terminated by USER at will, and FCSI upon 30 day written notice to USER. Notwithstanding the foregoing, is subject to change as a agreed upon by both parties.

Service. No warrantee is provided to the USER for any FCSI software or FCSI Automated Mail Services. The USER shall accept all responsibility for transmitting to FCSI data letter files for mail service printing and processing. Each letter file will be processed automated for error-free processing including CASS and PAVE address pre-sorting. Rates represent our total-price-per-letter includes postage, printing, materials, forms and special service fees including entering your letters into the United States Postal Service mail stream. All data received after 12:00 Noon EST will be processed and will enter the U.S. Postal Service mail stream the next business day. No minimum numbers of letters are required. FCSI shall provide at no additional charge our Windows software system to help send, track and report USER's mailing. The software reports will allow you to print your USPS mailing manifest. Data and tracking activities are authored by the United States Postal Service (USPS) and displayed through our software. Your mail will include our unique article or identification number; mail date, and location that your letter entered the U.S. Postal Service's mail stream. Our ETC-Electronic Tracking and Confirmation™ data can be updated each business day from data collected by the U.S. Postal Service and will be made available within the FCSI systems. Various reports may be printed or downloaded and printed for each mailing.

Price:

1.) 1 Page Self Mailer Letter with Electronic Return Receipt (ERR) and Electronic Tracking Confirmation (ETC). Our service includes data processing, finishing, printing, folding and entry into the USPS mailstream. In addition you receive use of our on-line software and 7 year archive service for each article mailed. Cost for this service is \$4.50 per unit.

a. Cost of a signature for a Certified Mail piece is \$ 1.15 prepaid or \$ 4.50 after initial mailing .Signatures could be purchased on a case by case bases if not required at mailing.

FCSI agrees to the terms of the initial contract with the exception to a possible United States Postal Services postage fee rate increase. FCSI has no control over postage fees. The current USPS rates as a part of this proposal for Certified Mail are the \$2.85 Certified Mail fee and a \$.44 First Class Mail fee. These fees paid on your behalf may be subject to change by the USPS.

2.) 1 Page Self Mailer Letter First Class \$.77

FCSI agrees to the terms of the initial contract with the exception to a possible United States Postal Services postage fee rate increase. FCSI has no control over postage fees. The current USPS rates as a part of this proposal for a \$.44 First Class Mail fee. These fees paid on your behalf may be subject to change by the USPS.

Prices are subject to change with 30 days advance notice and would include without notice any United States Postal Rate increases during the term of this agreement.

Payment. USER shall remit payment in full to FCSI for all services no later than 10:00 AM EST the same business day of transmission to FCSI of such mail to ensure same day mailing of USERS Letters. Payment to FCSI shall be via wire transfer or any other cash equivalent.

Use of USER's Name. USER hereby consents to FCSI's general publication to any third party or the general public for any and all reasons whatsoever of (a) the existence of this Agreement and (b) that USER is a USER of FCSI's Automated Mail Services.

Risk of Loss. USER agrees that FCSI, its agents, servants, officers and affiliates shall not be liable for any loss, cost or damage arising out of any errors or practices in information or processing by the USER or the United States Postal Service. USER agrees to indemnify, defend and hold harmless FCSI for any and all such losses costs and damages. USER agrees that the liability of FCSI, its agents, servants, officers and affiliates for negligence, breach of contract or otherwise arising from any activity arising from the subject matter of this Agreement shall be limited to price per item of the automated service charges per item set forth for the item for any such loss, cost or damage. Furthermore, in the event that FCSI's performance is delayed, hindered or prevented because of strikes, lockouts, labor troubles, inability to obtain materials,

failure of power, restrictive governmental laws or regulations, riots, insurrections, the other party's default, act or failure to act, war or other reason beyond its control, then performance of that act shall be excused for the period of the delay and the time for performance appropriately extended for an equivalent period of time.

Dishonored Payments. If USER makes payments to FCSI by any means which are not "honored" on presentation for any reason whatsoever, then USER agrees to pay FCSI the sum of one hundred U.S. Dollars and no/100 (\$100.00) which is in addition to any late charges; such late charges shall accrue at the rate of 8% per annum in accordance with Alabama Code section 8-1-1. At any time following such dishonor, FCSI may, in its sole and conclusive discretion, elect to demand and require as a covenant and condition to this Agreement that USER make all future and outstanding payments in cash or cashier's check.

Confidentiality. USER shall treat as confidential and not disclose or permit to be disclosed to any third party any proprietary information of FCSI to include information concerning the software or process used by FCSI or the pricing and related marketing information with respect to the relationship between FCSI and USER. FCSI shall hold as confidential and not disclose or permit to be disclosed to any third party all non public information provided by USER to include customer or other mailing list information.

Dispute Resolution. 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 FUTURE COMPUTER SYSTEMS, INC.

Entire Agreement. This instrument, with all referenced exhibits, contains the entire agreement between the parties and supersedes all other representations, proposals, understandings, correspondence and agreements, there being no representations, agreements, or understandings other than those stated herein. No course of dealing, or custom or usage of any trade that varies from or is inconsistent with the terms and conditions of this Agreement shall be binding or have any effect on the parties hereto. Any differences between this Agreement and any other agreement entered into by FCSI or USER shall not be considered in any respect in interpreting or construing this Agreement.

Accepted by User:

Title

Date:

Accepted by Future Computer Systems, Inc.:

Title

Date:

Date: 03/01/2011

Ms. Janet Buskey, Revenue Commissioner
Montgomery County
100 South Lawrence Street
Montgomery, AL 36104-4209

Dear Ms. Buskey:

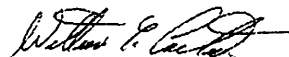
This letter is to confirm that Future Computer Systems, Inc. (dba USCertifiedLetters) has been approved by the United States Postal Service to process and mail USPS Certified Mail using our approved USPS Certified Mail process and the Certified Mail Envelope process with software.

I invented the automated process and the company and I hold patents on this technology. 1; U.S. Patent No. 6,560,602 plus several others. We are not aware of any companies that provide a method of processing, printing, mailing, tracking and archiving USPS Certified Mail with the ERR - Electronic Return Receipt™. We are the sole source provider of this process and approved by the USPS.

Our service offers full mail house services with data processing, printing, finishing, folding and entry into the USPS. Our service includes 'in-route' tracking so that each of your letters can be electronically tracked using our ETC - Electronic Tracking and Confirmation™ software provided. Our service includes legal proof of mailing (PS-3800 Mail Manifest) and our ERR - Electronic Return Receipt™ that provides proof of letter entry and delivery.

For additional information, please contact me direct at 800.946.3274.

Best Regards,



William T. Carter
President
USCertifiedLetters, LLC

This letter will confirm that *no other programs of a similar nature are available for Certified Mail.*

As stated in our letter dated November 22, 2002 the United States Postal Service has deemed our company "sole-source status".

NEW BUSINESS OPERATIONS USPS

November 22, 2002

Mr. Henry Roman
Operation Chief, Administration Service
Treasurer and Tax Collector
County of Los Angeles
500 West Temple Street
Los Angeles Ca. 90012

Dear Henry :

This letter is to serve as clarification of Certified Mail, a service you are considering for the fulfillment of your certified mailing needs.

We have enlisted third parties to provide some fulfillment services for these US Postal Service offerings. In the case of Certified Mail, the US Postal Service has contracted with and authorized USCertifiedLetters, LLC to provide printing, mailing and tracking services. As part of this process, a technical evaluation of USCertifiedLetters, LLC was conducted by the USPS Purchasing and Information Technology departments and the US Postal Inspection Service. As a result, USCertifiedLetters, LLC was selected as the sole-source provider for all contract performance in support of the current Certified Mail service. All prices quoted include First Class postage, Certified mail fee and production cost.

Although the printing and mailing are done by this business partner, the use of Certified Mail represents a business transaction with the United States Postal Service, and as such, we are ultimately responsible for the fulfillment of your order and the quality of its processing and mailing.

Sincerely,



Greg Hall
Program Manager
US Postal Service Headquarters

State of Alabama
Montgomery County

Probate Court

Receipt No.
Property Address

Geographical No.

To:

Janet Buskey, the Revenue Commissioner has filed in my office a list of delinquent taxpayers, and of real estate upon which taxes are due. You are reported as delinquent and your tax amounts to \$ with cost to be added. This is to notify you to appear before the probate court of said county, at the next term thereof, commencing on

Then and there to show cause if any you have, why a decree for the sale of said property assessed for taxation as belonging to you should not be made for the payment of the taxes thereon, and fees and costs.

Given under my hand, this

Reese McKinney, Jr., Judge of Probate

Executed by serving a copy of the within notice on agent or owner.

Registered Mail

This the Day of

JANET BUSKEY

Revenue Commissioner, Montgomery County, P.O. Box 1667, Montgomery, Alabama 36102-1667



Haskell Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

t. 334.264.7945 • f. 334.265.8573

www.hsy.com

MEMORANDUM

January 16, 2012

TO: Donnie Mims
FROM: Tommy Gallion
RE: Future Computer Systems, Inc
Automated Mail Services Agreement for Revenue Department

I have reviewed your January 11, 2012 memorandum, the January 6, 2012 memorandum from Revenue Commissioner Janet Buskey to Elton Dean, and the Future Computer Systems, Inc. ("FCS") Automated Mail Services Agreement by and between Future Computer Systems, Inc. and Montgomery County Commission.

This agreement provides that FCS's program will automate the process of sending each taxpayer delinquent in the payment of their real estate taxes a certified or registered notice. According to Commissioner Buskey this will completely automate this service as well as maintain a database which follows the disposition of the probate notices.

In looking over the agreement, the Dispute Resolution section calls for litigation arising out of this agreement to be brought in the United States District Court for the Northern District of Alabama or the Circuit Court of Shelby County. It is my suggestion that the County replace this paragraph with its standard paragraph as follows:

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.

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

50051-317
4448431_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 1818

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

JAN 23 2012

January 13, 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Healthcare Dependent Coverage Eligibility Audit – Maintenance Agreement

During the January 9, 2012 County Commission meeting, I recommended the Commission consider approving the maintenance agreement with Continuous Health. This agreement will allow Continuous Health to continue performing dependent coverage audits throughout this year. Continuous Health completed the initial audit with good results of eliminating ineligible dependents from our healthcare plan. In addition, this agreement would help insure that our participants in the healthcare plan remain eligible to receive benefits.

I am estimating the cost of the agreement to be approximately \$3,000. The costs will be based on the number of audits at \$20/audit plus an \$800 annual fee. I have enclosed an amendment to the original the contract. I am recommending this item be placed on the next agenda for the Commission's consideration of approval.

Cc: John Mitchell, Sr.
Shirley Bazzell

**MONTGOMERY COUNTY COMMISSION
RISK MANAGEMENT OFFICE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667**

**AMENDMENT
TO
CONTRACT
BETWEEN
CONTINUOUS HEALTH, LLC
AND
MONTGOMERY COUNTY COMMISSION**

AMENDMENT NO. 1

DATE: JANUARY 11, 2011

The above contract is hereby amended as follows:

-Contract is hereby extended for a one (1) year period; new expiration date of the contract will be December 31, 2011.

-Fees are increased to \$20 per dependent audit and an annual \$800 maintenance fee.

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

WITNESS:

CONTINUOUS HEALTH, LLC

BY: _____

TITLE: _____

WITNESS:

**MONTGOMERY COUNTY
COMMISSION**

BY: _____

TITLE: _____

Dependent Eligibility Review

9/1/11 - 12/11/11

- 369 employees with dependents
 - 33 employees with dependents deemed ineligible
- 765 total dependents reviewed
 - 96 identified ineligible dependents
 - 59 “incomplete” for lack of documentation
 - 37 “Employee Opt Out” removed at the request of the employee
- With an estimated cost of \$3,490/dependent per year the annual savings are projected to be approximately \$335,000.
- The cost of this project to the Montgomery County Commission was \$9,110 (as Colonial Life paid for the \$9,500 set-up fee).
- **Recommendation** – Annual Maintenance Program with Continuous Health with an estimated cost of \$3,260 (based on a projected 123 audits).

Dependent Eligibility Review

9/1/11 - 12/11/11

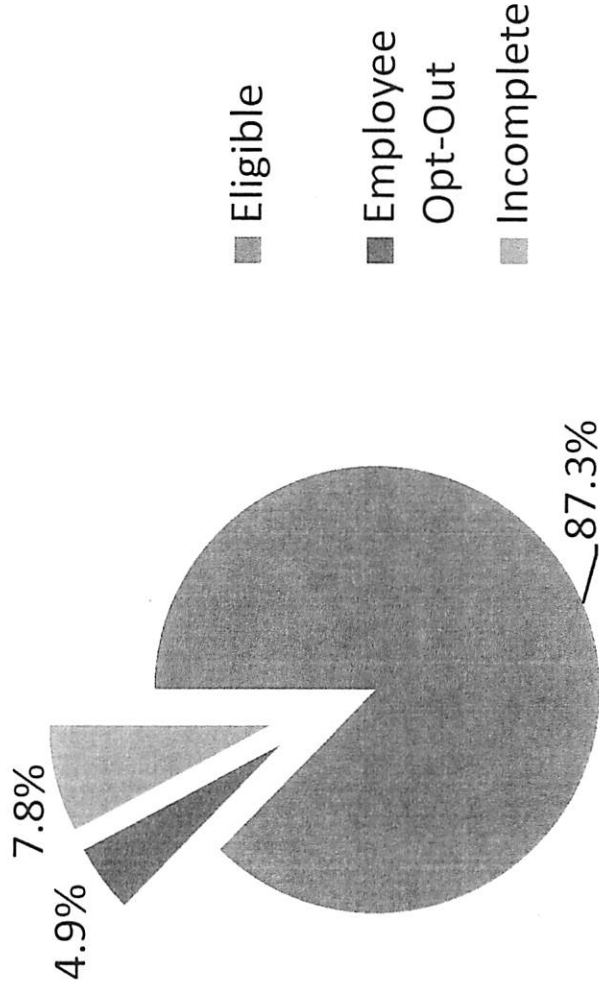
\$335,040

Projected Savings

39.5 to 1

Return on
Investment

Dependents by Status



D.T. MARSHALL, SHERIFF



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

Agenda

JAN 23 2012

January 9, 2012

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Chief Deputy Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Alabama Department of Homeland Security
Grant OATL

Please have the attached grant applications signed by the appropriate authority as noted.

Your assistance in this matter will be appreciated.

DC/tb

2012 JAN 11 AM 10:15

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Grantee Name & Address: Montgomery Co. 115 S Perry St Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security P. O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2010	4. Amount of: Federal: \$15,000.00 Total: \$15,000.00	5. Effective Dates Begin: 1/1/2012 End: 5/1/2012	6. Grant Number: 0ATL

Montgomery Co. is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY 2010 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations:** The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. **Audit Requirements:** The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AL DHS and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

4. **Non-Supplanting Agreement:** The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging for the grant position.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

5. **Project Implementation:** The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR).
6. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing, by AL DHS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. **Bidding Requirements:** The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. **Personnel and Travel Costs:** The US DHS Financial Guide is the source document for all homeland security related financial matters, including personnel and travel costs. Subgrantees must comply with the provisions in this guide. This guide has been distributed by AL DHS annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are normally not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantees approved project plan and budget. Items must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items approved in the AEL (Authorized Equipment List). Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information; and,
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AL DHS immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with AL DHS.
- d. Vehicles: The AEL, section 12 (CBRNE Response Vehicles/Prime Movers) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with homeland security grant funds will be checked annually during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Stickers displaying the AL DHS logo and the correct verbiage may be obtained by contacting the Alabama Department of Homeland Security.

15. Performance: This grant may be terminated or fund payments discontinued by AL DHS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AL DHS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from AL DHS, the sub-grantee shall reimburse AL DHS the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse AL DHS for payments made.
16. Deobligation of Grant Funds: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AL DHS.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AL DHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to AL DHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. AL DHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AL DHS Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by AL DHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with AL DHS at annual program briefings and documented/approved in budget detail worksheets. Specific provisions are provided below.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

a. Equipment Storage: Rental or leasing of space for a newly acquired allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with AL DHS. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (AL DHS) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (AL DHS). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

28. Suspension or Termination of Funding: AL DHS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification in this application or other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY10 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups no later than September 2, 2009, are also eligible to receive FY10 homeland security grant funding.

a. County subgrantees of FY10 homeland security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the September 2, 2009 NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If a County allocates or uses FY10 HS funding for a city, town or agency that is not NIMS compliant, then AL DHS will not be able to process the reimbursement request and it will be returned without action.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet:
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Department of Homeland Security (AL DHS) and must await formal approval of the worksheet in writing from AL DHS prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the AL DHS web site at www.homelandsecurity.alabama.gov. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new sign-off sheet by stakeholders is also required.
 - b. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
 - c. Special Instructions: The sub-grantee agrees to spend the appropriate percentages of this grant in compliance with US DHS grant guidance and AL DHS special instructions with regard to law enforcement. Additionally, the amount to be spent and the percentage for the expenditures will be documented in a letter and attached to the budget detail worksheet for law enforcement.
32. Metropolitan Medical Response System (MMRS):
- a. For MMRS grants, councils must be established and meet on an appropriate periodic basis in accordance with the council charter. In addition to appropriate local officials and stakeholders, the council membership must also include a representative from the State Department of Public Health.
 - b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to AL DHS for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
 - c. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security Strategies. Critical factors in planning are to ensure that MMRS jurisdictions have:
 - Applicable and up to date plans for responding to a mass casualty incidents caused by any hazards
 - Applicable procedures and operational guides to implement the response actions are within the local plan including patient tracking that addresses identifying and tracking children and keeping families intact where possible
 - Identified resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with Sam Guerrero or the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY09 HSGP grant guidance (e.g., Part IV, E, pages 34-41; Part VIII, pages 63-65; and pages 76-80). A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by AL DHS.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with AL DHS at annual program briefings and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (AL DHS) appropriate documentation required by HSGP grant guidance for forwarding to FEMA prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants.
36. Special Instructions: The use of these grant funds are for the reimbursement of expenses to conduct the dignitary protection course.

CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montgomery, AL. 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature: Derrick Cunningham

Date: 1-9-12

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

**NOTE: THE POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON.
STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS
WITHOUT AL DHS APPROVAL.**

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Director, Alabama Department of Homeland Security

Signature: S. Collier

Date:

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SCEMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Initial Here 5-10

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE.

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
 - B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.
-

Initial Here 5-11

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Department of Homeland Security
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending			
-------------------	-----------	--	--------	--	--	--

2. Audit will be submitted to AL DHS Accounting Office by:		
	(Date)	

NOTE: The audit or written certification must be submitted to AL DHS, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by AL DHS, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By
Name:

Title:

Signature:

Initial Here 5-12



REESE MCKINNEY, JR.

JUDGE OF PROBATE
MONTGOMERY COUNTY

January 4, 2012

Agenda

JAN 23 2012

Chairman Elton Dean
Montgomery County Commission
Montgomery, Alabama

Dear Commissioner Dean,

I am pleased to report that Montgomery County has been awarded a Help America Vote Act (HAVA) grant from the State of Alabama. The County Commission must approve a county expenditure and allocate funding for items authorized by the grant and the State of Alabama will reimburse the County for those expenditures. The current grant award authorizes two specific expenditures that have been approved for reimbursement.

First, it will cover the costs of a one-time annual contract for professional services related to voter education, outreach, and services for voters with disabilities. As we move into the 2012 election cycle, which will prove challenging because of the early Primary date, uncertainties of redistricting, and what will likely be another record-breaking Presidential election, I cannot stress enough the importance of having highly qualified personnel assisting in the administration of the elections. Thus, I am requesting approval of a one year contract with Mrs. Stacey Stakely, who has provided similar services on a contract basis for the City of Montgomery. I have attached a copy of a sample contract, which stipulates that any costs to Montgomery County will be reimbursed by the State of Alabama through the HAVA grant.

Second, the State of Alabama has approved grant funds for the purchase of two types of secure containers for election equipment and supplies. These containers will have increased storage and transport capacity for election equipment and supplies that are dispatched to each polling place across Montgomery County. Most importantly, however, we will be able to lock the containers, which will contain voting equipment components, ballots, and lists of registered voters, among other things.

I have attached a copy of the *Application for HAVA County Reimbursements – Part II*, which I have completed and signed. This application will require Commission approval and your signature before it is submitted to the Secretary of State. I will also prepare and submit a Budget Change Request to fund these items and the reimbursement will be credited to the General Fund to offset the change. I request that this item be placed on the agenda of the County Commission meeting on January 23, 2011 for approval. Please let me know if you have any questions.

Sincerely,



Reese H. McKinney, Jr.
Judge of Probate
Montgomery County



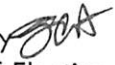
**The Montgomery Election Center
Office of Judge Reese McKinney**

125 Washington Avenue
Montgomery, Alabama 36104
334.832.7744
www.montgomeryelectioncenter.org

Justin Aday
DIRECTOR OF ELECTIONS

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Justin Aday 
Director of Election

DATE: January 17, 2012

RE: HAVA Grant Application

Please find attached an email that I sent to you on January 11, 2011, requesting that certain items relative to a HAVA Grant be placed on the County Commission agenda for January 23, 2011. These are items that I briefed the Commission about on January 9, 2011 and they agreed to have placed on the next agenda. I will need to coordinate with you and the Finance Department about the specifics of the attached Budget Change Request, but the submission of this application is time-sensitive as the requested items are needed now in preparation for the 2012 Primary Election.

Please let me know if you have any questions.

RECEIVED JAN 17 2012

ALABAMA STATE CAPITOL
600 DEXTER AVENUE
SUITE S-105
MONTGOMERY, AL 36130



(334) 242-7200
FAX (334) 242-4993

WWW.SOS.ALABAMA.GOV

BETH CHAPMAN
SECRETARY OF STATE

Application for HAVA County Reimbursements – Part II

Section 1 – County Information

Name of County:	Montgomery County
Mailing Address:	P.O. Box 1667
	Montgomery, AL 36102-1667
Name of Person Completing Form:	Justin Aday
Title/Position:	Director of Elections
Telephone:	(334) 832-7169
Email:	justinaday@mc-ala.org
Name of Probate Judge:	Reese H. McKinney, Jr.
Telephone:	(334) 832-1241
Email:	reesemckinney@mc-ala.org
Name of County Commission Chair:	Elton N. Dean, Sr.
Telephone:	(334) 832-1210
Email:	eltondean@mc-ala.org
Name of County Purchasing Agent:	Pat Silas
Telephone:	(334) 832-1269
Email:	patsilas@mc-ala.org
Name of Primary Contact:	Justin Aday
Title/Position:	Director of Elections
Telephone:	(334) 832-7169
Email:	justinaday@mc-ala.org

Section 2 – Cost Categories

Please complete this section of **allowable cost categories** for which you are seeking reimbursements. In order to be eligible to receive funds, you must complete all areas in this section. If an area does not apply to your county or you are not seeking reimbursement please put N/A.

Allowable costs include new initiatives and improvements that have **not** been previously paid for with **county or state money**. If costs were previously expensed through another source, please receive prior approval whether the expense is an allowable cost for reimbursement with the Secretary of State Office by contacting **Tamara Cofield at (334) 242-7228 or tamara.cofield@sos.alabama.gov**.

BEFORE a county makes any expense, it must be verified with the Secretary of State Office that it is an approved expenditure. If the SOS Office approves the expense, the county will be provided with an approval number to reference on the HAVA County Reimbursement application.

Approval Process:

1. Contact, Tamara Cofield at tamara.cofield@sos.alabama.gov or (334) 242-7228, prior to purchase to receive an approval number.
2. Approval numbers will use the following format:
 - a. Year + 4-digit number, starting with 0001 and continuing.
 - b. Example: 2010-0001, 2010-0034, 2010-0234, etc.
3. **NO REIMBURSEMENT** will be made without approval prior to purchase.
4. Any purchase of \$7,500 or more must be competitively bid or have a sole source justification letter as required by state law.

Total Reimbursement for HAVA County Reimbursement Allowable Categories

HAVA Allowable Cost Categories	Reference Section	Amount Requested
Improving Administration of Federal Elections	101	\$ 21,255.08
Compliance with HAVA Title III Requirements	101 (b) (A)	\$
Voter Education about Procedures, Rights, and Technology	101 (b) (C)	\$ 30,000.00
Training for Election Personnel	101 (b) (D)	\$
Accessibility Improvements (Disabilities)	101 (b) (G)	\$
Education: (Voters, Election Officials, Poll Workers)	254 (3)	\$
Voting Systems	301	\$
Provisional Voting & Voting Information Requirements	302	\$
TOTAL		\$ 51,255.08

Please provide details for each area for which you are seeking reimbursement. List all purchases made. Include copies of all supporting documentation (receipts, invoices, etc.). Failure to provide proper documentation will result in a delay in processing your application. Make additional copies of this form if necessary.

A. Improving Administration of Federal Elections

Date	Purchase	Reason for Purchase/ Approval Number	Amount
1/23/12	Election Storage Containers	/ Approval 2011-0025	\$ 21,255.08
			\$
			\$
			\$
TOTAL			\$

B. Compliance with HAVA Title III Requirements

Date	Purchase	Reason for Purchase/ Approval Number	Amount
			\$
			\$
			\$
			\$
TOTAL			\$

C. Voter Education about Procedures, Rights, and Technology

Date	Purchase	Reason for Purchase/ Approval Number	Amount
1/23/12	Professional Services Contract	/ Approval 2011-0025	\$ 30,000.00
			\$
			\$
			\$
TOTAL			\$

D. Election Personnel Training

Date	Purchase	Reason for Purchase/ Approval Number	Amount
			\$
			\$
			\$
			\$
TOTAL			\$

E. Accessibility Improvements (Individuals w/Disabilities)

Date	Purchase	Reason for Purchase/ Approval Number	Amount
			\$
			\$
			\$
			\$
TOTAL			\$

F. Education: (Voters, Election Officials, Poll Workers)

Date	Purchase	Reason for Purchase/ Approval Number	Amount
			\$
			\$
			\$
			\$
TOTAL			\$

G. Voting Systems

Date	Purchase	Reason for Purchase/ Approval Number	Amount
			\$
			\$
			\$
			\$
TOTAL			\$

H. Provisional Voting & Voting Information Requirements

Date	Purchase	Reason for Purchase/ Approval Number	Amount
			\$
			\$
			\$
			\$
TOTAL			\$

Section 3 - Total Request & Certification

Please add the subtotals from each section of your request.

Total Amount of Reimbursement Request	
\$	51,255.08

~~~~~

As the **Probate Judge and the chief election official** for Montgomery County, I submit this Application for HAVA County Reimbursements - Part II. By signing this application, I certify that all information contained herein is accurate and complete to the best of my knowledge and that the amount for which I am seeking reimbursement was spent in accordance with the requirements of the Help America Vote Act of 2002 (Pub. L. 107-252). I acknowledge that any misrepresentation of truth or accuracy may require that all grant monies awarded to the county be returned to the United States Election Assistance Commission and that any other penalties provided by Federal and State law may apply.

**Name of Probate Judge:** Reese H. McKinney, Jr.  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

*Sworn and subscribed before me this* \_\_\_\_\_ *day of* \_\_\_\_\_, 20\_\_\_\_.

*My commission expires the* \_\_\_\_\_ *day of* \_\_\_\_\_, 20\_\_\_\_.

( Seal )

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
*Printed name of Notary Public*

~~~~~

As the **County Commission Chair** for Montgomery County, I submit this Application for HAVA County Reimbursements - Part II. By signing this application, I certify that all information contained herein is accurate and complete to the best of my knowledge and that the amount for which I am seeking reimbursement was spent in accordance with the requirements of the Help America Vote Act of 2002 (Pub. L. 107-252). I acknowledge that any misrepresentation of truth or accuracy may require that all grant monies awarded to the county be returned to the United States Election Assistance Commission and that any other penalties provided by Federal and State law may apply.

Name of County Commission Chair: Elton N. Dean, Sr.
Signature: _____
Date: _____

Sworn and subscribed before me this _____ *day of* _____, 20____.

My commission expires the _____ *day of* _____, 20____.

(Seal)

Signature of Notary Public

Printed name of Notary Public



2505 MILL CENTER PARKWAY SUITE 100
BUFORD, GA 30518

Sales Quote

Account #: 1714989	Quote #: 1583345	Quote Issued: 01/11/2012
MONTGOMERY COUNTY COMMISSION	DEONNATHOMPSON@MC-ALA.ORG	*Quote Expires 30 Days from Issue
DEONNA THOMPSON	Phone: (334) 832-2526	
125 WASHINGTON AVENUE	Fax:	
MONTGOMERY, ALABAMA 36104		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
239787GY	Storage Plastic Container With Slanted Lid 28x42x30 Gray	OLD DOMINION - TRUCKING	45	\$265.95	\$11,967.75
239790GY	Dolly Base For 239787 Container 32x21x9 Gray	OLD DOMINION - TRUCKING	45	\$95.75	\$4,308.75

Item Total: \$16,276.50

Estimated Freight: \$598.43

PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS

*Total: \$16,874.93

Notes	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. Name: MELINDA HARTLEY Email: MHARTLEY@GLOBALINDUSTRIAL.COM Phone: (678) 969-6762 Fax: (678) 969-6898
-------	--

*Applicable taxes and shipping charges will be added to invoice. Global's standard terms and conditions apply. Please see our website www.globalindustrial.com for details.



3731 Trent Road • New Bern, NC 28562
800.682.4500 (Toll Free) • 252.637.9320 (Fax)
www.printelect.com

QUOTATION

1.10.12

CUSTOMER INFORMATION:

ELECTION AUTHORITY Montgomery County Elections
CONTACT Deonna Thompson
ADDRESS 125 Washington Ave
CITY Montgomery
STATE AL
ZIP 36104
TELEPHONE
FAX
EMAIL ADDRESS

QUOTED BY Ben Hudson
EMAIL benhudson@printelect.com

Qty	Item #	Name	Price	Total
50	1588	Roll a Vote	\$79.98	\$3,999.00
		shipping via freight truck with liftgate		
Sub Total				\$3,999.00
Motor Freight Shipping & Handling				\$381.15
Taxes 0.000%				
TOTAL				\$4,380.15

Comments: Quote valid for 15 days.

Office Use Only:

Thank you for the opportunity to work with you!

PERSONAL SERVICES CONTRACT

WHEREAS, Montgomery County, Alabama is a political subdivision of the State of Alabama, which acts by and through its corporate governing body known as the Montgomery County Commission, which is organized under the laws of the State of Alabama; the Montgomery Election Center is a department of Montgomery County, Alabama; Montgomery County, Alabama, along with its governing body and assigns, and the Montgomery County Election Center are hereinafter collectively referred to as "the County;"

WHEREAS, Stacey Stakely is an individual resident of Montgomery County, Alabama and an independent contractor;

WHEREAS, the County has determined that it is in the best interest of the County and its residents to contract with an individual to perform voter education and outreach focused upon the following areas: (a) education of voters on changes resulting from the redistricting of various political subdivisions in the State of Alabama and Montgomery County, including development of voter correspondence on district, voting precinct, and polling place changes; (b) coordination of efforts to reach and educate voters with disabilities; (c) coordination of efforts to assess and improve the accessibility of polling places in Montgomery County; (d) development of enhancements of voting aids for voters with disabilities; (e) assistance with outreach efforts related to absentee voting; and (f) development of educational materials in preparation for new voter identification requirements and other legislative changes affecting the voting process.

WHEREAS, the duties performed in accordance with this agreement, during preparation and administration of the 2012 Election Cycle, will benefit the citizens of Montgomery County and are in furtherance of the provisions of the Help America Vote Act;

WHEREAS, Stacey Stakely covenants and agrees that she has specialized knowledge and experience to perform the duties outlined in the preceding paragraphs of this agreement.

WHEREFORE, PREMISES CONSIDERED, the County and Stacey Stakely understand, acknowledge, covenant, and agree as follows:

1. To enter into this Independent Contractor Engagement Agreement for the provision of personal services with Stacey Stakely to perform voter education and outreach consistent with the preamble outlined herein in furtherance of the provisions of the Help America Vote Act during the 2012 Election Cycle.

2. Stacey Stakely shall provide a calendar and detailed listing of all voter outreach/disability efforts, initiatives, programs, and activities to Justin Aday, Director of Elections, along with a monthly journal which shall provide details, including but not limited to, tasks performed and locations at which such tasks were performed. This contract is for a period not to exceed one year, beginning February 1, 2012 and ending January 31, 2013, with an option to extend the contract for an additional 90 days.

3. The County shall pay Stacey Stakely \$1,250.00 bi-weekly, for a total Contract amount not to exceed \$30,000.00. Stacey Stakely will be compensated on a bi-weekly basis upon submission of a proper invoice and related documentation. The County will be reimbursed \$30,000.00 of this agreement pursuant to federal funding awarded to Montgomery County for Part II of the Help America Vote Act (HAVA).

4. Stacey Stakely is designated and shall act as an independent contractor and not as an employee of the County, and Stacey Stakely shall not be entitled to any benefit afforded to employees of the County.

5. Stacey Stakely shall indemnify, defend, and hold harmless the County from all claims, suits, judgments, or damages including litigation costs and reasonable attorneys' fees that may arise as a result of the performance of any work under this Agreement.

6. This Agreement is not assignable in any part, manner or circumstance by either Party hereto. Any attempted assignment is simultaneously void and shall constitute termination of this Agreement.

7. This contract may be terminated by either Party, by giving thirty (30) days written notice. Notice of termination by Stacey Stakely shall be provided to Justin Aday at 125 Washington Avenue, Montgomery, AL 36104. Notice of termination by the Montgomery County Commission shall be provided to Stacey Stakely at 8638 Wynford Place, Montgomery, Alabama 36117. In the event of a change of address by Stacey Stakely, she shall notify Justin Aday at the address provided in this paragraph.

8. This Agreement shall become effective and binding upon the Parties hereto upon the affirmative vote of the Montgomery County Commission.

9. By signing this agreement, all Parties hereto agree that they have read, understood, and agree to be bound by the terms of this Agreement, and each individual who executes this Agreement avers that said individual has read and understood the terms of this Agreement, and that he or she has the power, authority, and capacity to execute and perform this Agreement.

Date

Stacey Stakely

Date

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

Date

Reese H. McKinney, Jr.
Judge of Probate

THOMAS, MEANS, GILLIS & SEAY, P.C.

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

WEBSITE: www.tmgslaw.com

MONTGOMERY OFFICE
SENDER'S DIRECT DIAL: (334) 213-4446
SENDER'S E-MAIL ADDRESS:
RFSIMMONS@TMGSLAW.COM

KENNETH L. THOMAS^{1,3}
TYRONE C. MEANS^{1,2,4}
H. LEWIS GILLIS¹
QUINTON S. SEAY²
EUGENE FELTON, JR.²
KELVIN W. HOWARD¹
RICHELE T. HARRIS¹

January 19, 2012

Via Email & U.S. Mail

Donnie Mims
Montgomery County Commission
P O Box 1667
Montgomery, Alabama 36102-1667

ADMITTED:
1 ALABAMA
2 GEORGIA
3 DISTRICT OF COLUMBIA
4 KANSAS

MONTGOMERY OFFICE:
3121 ZELDA COURT
P.O. DRAWER 5058
MONTGOMERY, AL 36103-5058
TELEPHONE: (334) 270-1033
FACSIMILE: (334) 260-9396

Re: *Montgomery County Commission v. MCC: Personal Services Contract; Stacey Stakely*
Our File Number: 2100-440

Dear Donnie:

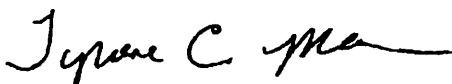
Reference is made to your memorandum dated January 11, 2012 regarding the above described matter. Please note that I have previously emailed Tammy Nix advising that I find the agreement in acceptable form and substance. This letter comes to formally advise that I have reviewed the proposed contract and I have found it to be legally in acceptable form and substance.

Please let me know if I can be of any additional help in this matter.

ATLANTA OFFICE:
191 PEACHTREE STREET, N.E.
SUITE #3550
ATLANTA, GA 30303
TELEPHONE: (404) 222-8400
FACSIMILE: (404) 222-0080

Sincerely yours,

THOMAS, MEANS, GILLIS, & SEAY, P. C.


Tyrone C. Means

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

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

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

Agenda

JAN 23 2012

M E M O R A N D U M

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer *George C. Speake*
1/11/12

DATE: January 11, 2012

RE: **Approval of Letter of Request and Resolution for Removal of
Coosada Ferry Road from ALDOT Annual Maintenance Inspections**

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Request and Resolution as referenced above. The Commission was briefed on this matter at the last regular Commission Meeting on Monday, January 9, 2012.

If approved, please have one copy with original signatures executed and returned to this office for further processing.

GCS/jmk

Attachments

cc: File

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

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

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

January 11, 2012

Mr. John E. Lorentson, P.E.
Sixth Division Engineer
Alabama Department of Transportation
1525 Coliseum Boulevard
Montgomery, AL 36110

Attn: Mr. David Bollie, P.E.

RE: Request for Removal from ALDOT Annual Maintenance Inspections
Project: SACP-8500-D
Montgomery County

Dear Mr. Lorentson:

Please find below our request to remove the above listed project from the ALDOT Annual Maintenance Inspections. This request is in accordance with the latest edition of the Procedures for removing Projects from the ALDOT Annual Maintenance Inspection Guidelines.

Please feel free to contact this office should you have any questions or comments concerning this request.

County Resolution Included: (YES)
(Include Link-Node and Location Map)

Last Five Years ALDOT Maintenance Inspection Grading Reports (YES)

Current ABIIMS BI-5 and BI-6 Included: (N/A)
(For Bridge Projects)

Crash Data Included: (YES)
(Latest Three Years)

Project Description (Route and Limits): This project was for a Bituminous Surface Treatment "AKG" on County Road 25 (Coosada Ferry Road) from County Road 2120 (Alabama River Parkway), North 2.73 miles to a dead end. This project is listed on page 046 of Montgomery County's annual maintenance inspections.

Original Project Funding Source: State Aid County Funds

Most Recent State Project Number: SACP-8500-D

Completion Date of Most Recent State Project: 1959

Age of Most Recent Project: Montgomery County resurfaced this project with bituminous hot mix asphalt in 1991 using 100% County Funds.

Other Project History: The road in question at one time was the access road to the ferry between Coosada and Montgomery. The road appears to be paved in place with prescriptive ROW. It was resurfaced using a bituminous surface treatment "G" in 1967 using 100% County Funds.

Functional Classification: Local Road

Traffic Data at Time of Most Recent Project: Unknown

Current Traffic Data: 438 VPD in January 2012

Crash Data (Latest Three Years): The crash data from 01/01/09 to 01/05/12 shows a total of four (4) accidents including one (1) with a fatality. The primary causes are listed as "SWERVE AVOID ANIMAL" in two (2) accidents and "OVER SPEED LIMIT" and "OTH DISTR IN VEHICL" in one (1) accident each. There were no road defects reported in any of the accidents.

Project Maintenance Funding Sources: The County has primarily used RRR Funds to do resurfacing and routine maintenance.

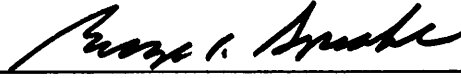
Projects Dimensions (Number of Lanes, Lane Widths, Etc.): This project consists of two (2) nine (9) foot lanes for a total width of eighteen (18) feet. The project length is approximately 2.73 miles.

Predominant Project Route Uses: The majority of the traffic along this dead end route is best described as residential, recreational and agricultural, in that order.

Reason for Removal Request: During the late 1800's and the early 1900's this route's primary purpose was to provide access to the ferry on the Alabama River between the City of Montgomery and the Town of Coosada. It's a paved in-place, dead end local road with only a 30 foot prescriptive R.O.W. At this time, it doesn't meet the minimum standards to qualify for federal funds and in the County's opinion it would not be economically feasible to bring it up to standards.

This request should in no way be considered as an attempt to remove the County from its maintenance responsibility for the route and limits of this project. As a County route, the County will continue to maintain the route and limits of this project in accordance with the policies and procedures established by the County for routes of this type.

RECOMMENDED FOR APPROVAL

BY: 
County Engineer

BY: _____
Chairman, County Commission

CONCURRENCE:

David Bollie, P.E.
Division County Transportation Engineer

DATE: _____

John E. Lorentson, P.E.
Division Engineer

DATE: _____

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

DATE: _____

D.W. Vaughn, P.E.
Chief Engineer

DATE: _____

RESOLUTION

COUNTY OF MONTGOMERY STATE OF ALABAMA

RESOLUTION TO REMOVE PROJECT FROM ANNUAL MAINTENANCE INSPECTIONS

WHEREAS, the Alabama Department of Transportation (ALDOT) and Montgomery County signed an agreement for the construction and maintenance of projects utilizing Federal, State and/or County funds; and,

WHEREAS, as part of the agreement, ALDOT along with a representative from the County inspects said projects on an annual basis, with ALDOT submitting an Annual Maintenance Inspection Report for each project; and,

WHEREAS, the Project SACP-8500-D, County Road 25 (Coosada Ferry Road) from County Road 2120 (Alabama River Parkway), North 2.73 miles to a dead end, is included on the Annual Maintenance Inspection Reports; and,

WHEREAS, ALDOT has established Guidelines for Removing Projects from the ALDOT Annual Maintenance Inspections,

NOW THEREFORE BE IT RESOLVED by the Montgomery County Commission that Project SACP-8500-D, County Road 25 (Coosada Ferry Road), be considered by ALDOT for removal from the Annual Maintenance Inspections.

Done at the regular session of the County Commission of Montgomery County, this the ____ day of _____, 2012.

Montgomery County Commission
Governing Body

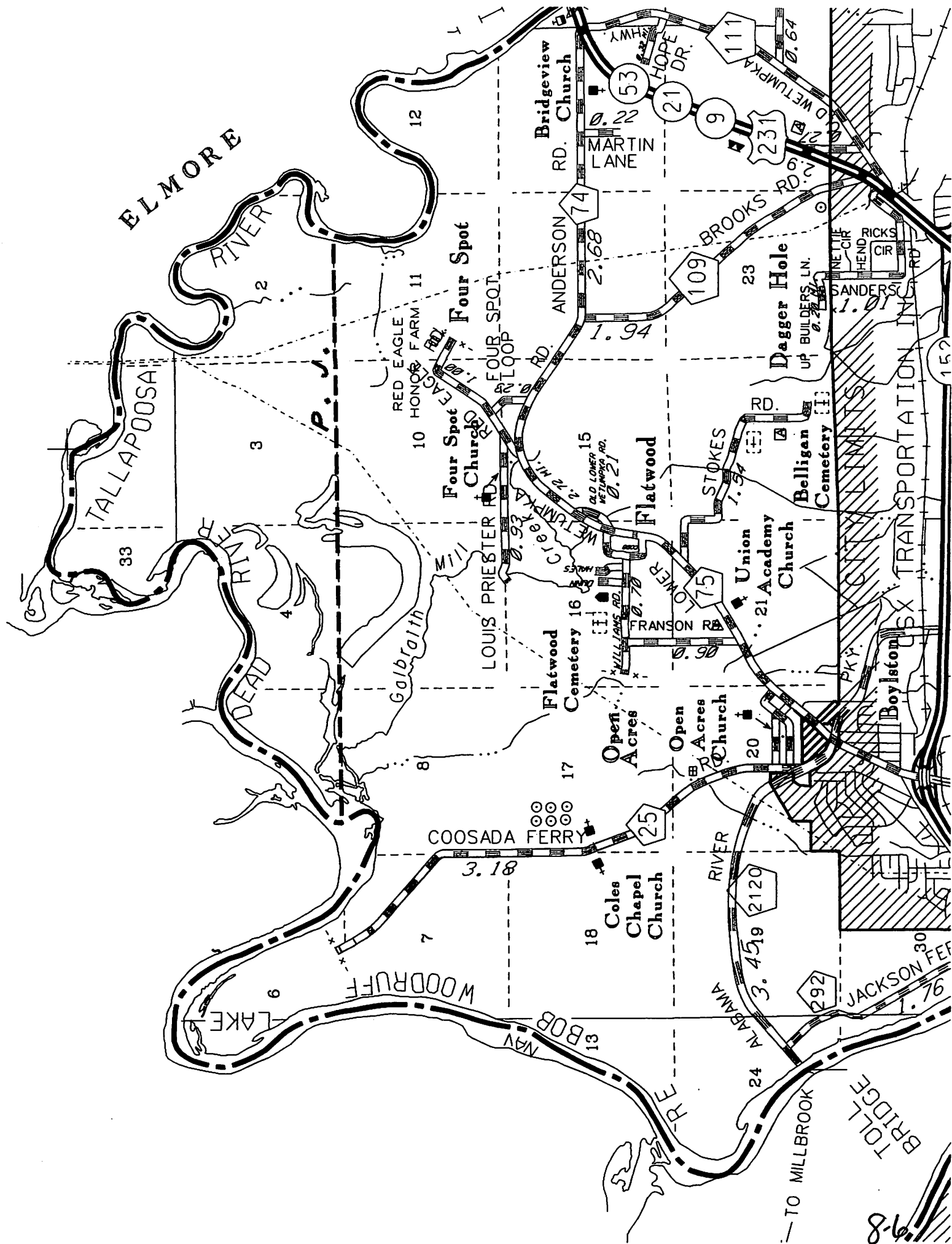
Elton N. Dean, Sr., Chairman

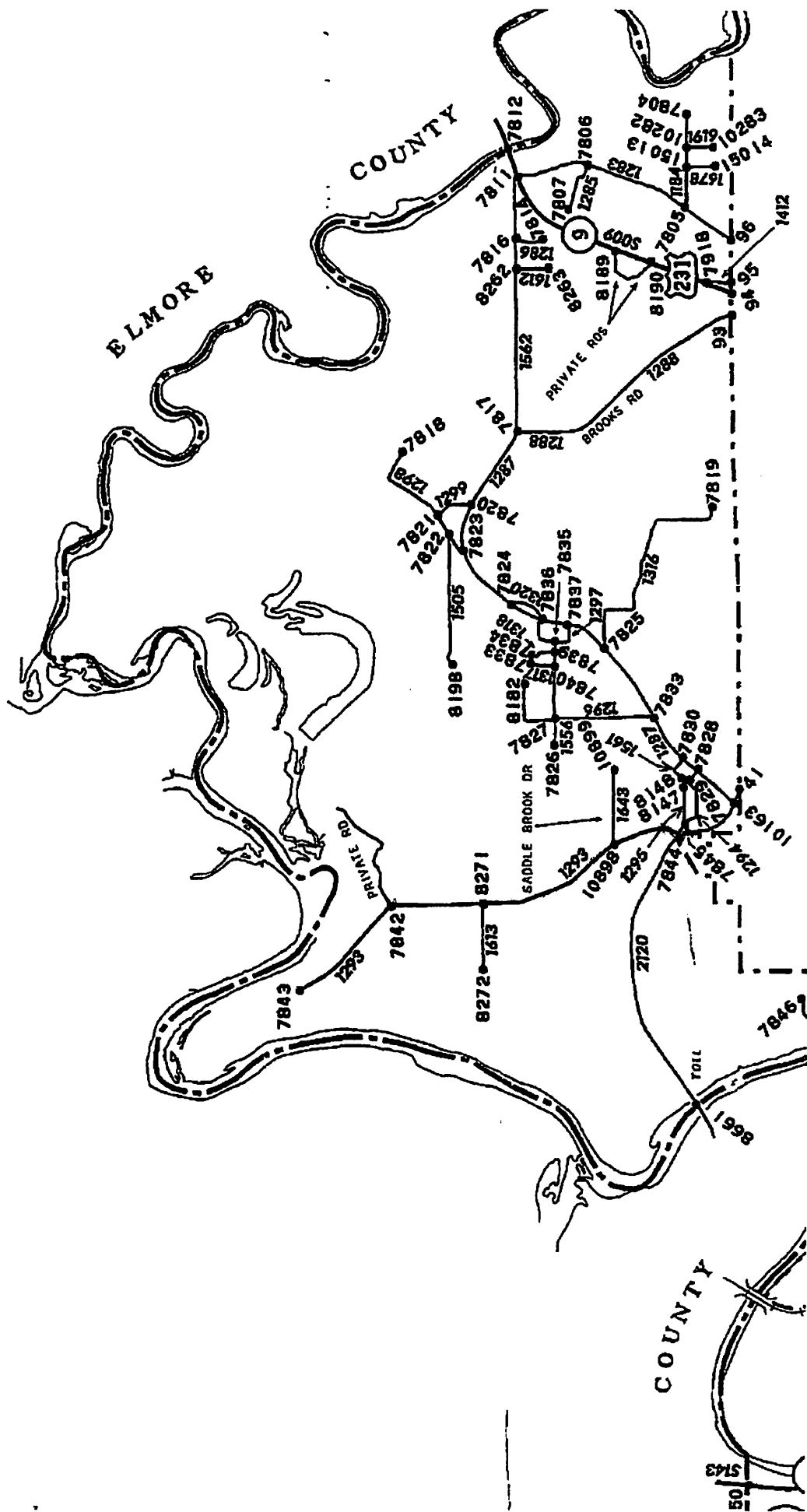
Reed Ingram, Vice Chairman

Jiles Williams, Jr., Member

Dimitri Polizos, Member

Ham Wilson, Jr., Member





MAINTENANCE INSPECTION REPORT
COUNTY ROADS

DIVISION 6 COUNTY 51 MONTGOMERY
LOC. COOSADA FERRY ROAD, CR 25

DATE 03/13/2007
FAS NO.
SACP NO. 8500-D
STATE NO.

CONSTRUCTED				*RESURFACED*			
PROJECT	LENGTH	TYPE	YEAR	PROJECT	LENGTH	TYPE	YEAR
ELEMENTS* DETAIL OF RATING - ROADWAY*				REMARKS* RATING*			
SURFACE		TREATMENT 15	PATCHING 7				
		(18)	(8)				
ELEMENT (40)	LEVELING	5	EDGE REPAIRS 7				
		(6)	(8)				
SHOULDER	HIGH	7					34
		(8)					
CONDITION (16)	LOW	7					
		(8)					14
DRAINAGE	DITCHES	5	PIPE/SIDE 2				
		(8)	DRAINS (2)				
ELEMENT (16)	EROSION	3	SETTLEMENT 3				
		(3)	(3)				14
SHOULDER/	CLEARING	4		BRICK MAILBOX			
ROADSIDE		(4)					
ELEMENT (14)	MOWING	3	ENCROACHMENTS 4				
		(4)	(6)				11
TRAFFIC			STRIPING/				
CONTROL	SIGNS	8	PAVEMENT 8				
ELEMENT (14)		(8)	MARKINGS (6)				14
BRIDGE CHECKLIST (SEE NOTE2)				**ROADWAY TOTAL 87			
1) GUARDRAIL/ATTACHMENT		X					
2) HAZARD PANELS/SIGNING		X					
3) ASSOCIATED ROADWAY/DECK		X					
4) CHANNEL STABILITY		X					
5) ABUTMENT EROSION		X					

(1) A RATING OF LESS THAN 70 WILL BE CONSIDERED UNSATISFACTORY.
(2) SEE BI-ANNUAL BRIDGE INSPECTION REPORTS FOR STRUCTURAL DATA.

REMARKS:

ACCOMPANIED BY: J. KELLEY
TITLE: ASST. CO ENG

INSPECTED BY: LAWRENCE KROMITT
TITLE: ASST. DIV CTE

ORIGINAL COPY TO BUREAU OF COUNTY TRANSPORTATION.
COPIES TO DIVISION ENGINEER AND COUNTY ENGINEER.

County Roads Maintenance Inspection
Inspection Conditions
Current Data Displayed

Montgomery County

Main Menu

Project History

List Inspections

Page

046

Date

02-20-2008

Roadway Ratings

	Max.	Conditions	Total Rating
Surface Treatment	18	14	
Surface Patching	8	7	
Surface Leveling	6	5	
Surface Edge Repairs	8	7	33
Shoulder Cond. High	8	7	
Shoulder Cond. Low	8	7	14
Drainage Ditches	8	6	
Drainage Drains	2	2	
Drainage Erosion	3	3	
Drainage Settlement	3	3	14
Shoulder Clearing	4	4	
Shoulder Mowing	4	3	
Shoulder Encroachments	6	4	11
Traffic Signs	8	8	
Traffic Markings	6	5	13

Overall Total

85

Roadway Remarks

BRICK MAILBOX

ALDOT Inspector

LAWRENCE KROMTIT

Title

ASST DIV CTE

County Representative

J. KELLEY

Title

ASST CO ENG

County Rep. Certified?

Yes

No

Project Identification Information

Project Location

COOSADA FERRY ROAD, CR 25 FROM ALABAMA RIVER PARKWAY TO ALABAMA RIVER

Original Project No.

8500-D

Route No.

Route Name

Roadway Length

2.73

Pavement Width

20.00

ROW Width

30.00

Project Type

Inspection Required?

Yes

No

Bridge/Culvert Check List

Remarks

Guard Rail Attachment

G

Hazard Panels/Signing

G

Associated Roadway/Deck

G

89

County Roads Maintenance Inspection
Inspection Conditions
Current Data Displayed

Montgomery County

Main Menu

Project History

List Inspections

Page

046

Date

03-25-2009

Roadway Ratings

	Max.	Conditions	Total Rating
Surface Treatment	18	14	
Surface Patching	8	6	
Surface Leveling	6	5	
Surface Edge Repairs	8	7	32
Shoulder Cond. High	8	7	
Shoulder Cond. Low	8	7	14
Drainage Ditches	8	6	
Drainage Drains	2	2	
Drainage Erosion	3	3	
Drainage Settlement	3	3	14
Shoulder Clearing	4	4	
Shoulder Mowing	4	3	
Shoulder Encroachments	6	4	11
Traffic Signs	8	8	
Traffic Markings	6	5	13

Overall Total

84

Roadway Remarks

BRICK MAILBOX. ROW IS PRESCRIPTIVE

ALDOT Inspector

LAWRENCE KROMTIT

Title

ASST. DIV. CTE

County Representative

J KELLEY AND L MCGOUGH

Title

ASST. CO. ENG. AND BRIDGE INSPECTOR

County Rep. Certified?

☒ Yes ☐ No

Project Identification Information

Project Location

COOSADA FERRY ROAD, CR 25 FROM ALABAMA RIVER PARKWAY TO ALABAMA RIVER

Original Project No.

8500-D

Route No.

Route Name

Roadway Length

2.73

Pavement Width

20.00

ROW Width

30.00

Project Type

Inspection Required?

☒ Yes ☐ No

Bridge/Culvert Check List

Remarks

Guard Rail Attachment

G

Hazard Panels/Signing

G

Associated Roadway/Deck

G

8-10

County Roads Maintenance Inspection
Inspection Conditions
Current Data Displayed

Montgomery County

Main Menu
Project History
List Inspections

Page 046 Date 02-17-2010

Roadway Ratings

	Max.	Conditions	Total Rating
Surface Treatment	18	14	
Surface Patching	8	5	
Surface Leveling	6	4	
Surface Edge Repairs	8	7	30
Shoulder Cond. High	8	7	
Shoulder Cond. Low	8	7	14
Drainage Ditches	8	6	
Drainage Drains	2	2	
Drainage Erosion	3	3	
Drainage Settlement	3	3	14
Shoulder Clearing	4	4	
Shoulder Mowing	4	3	
Shoulder Encroachments	6	4	11
Traffic Signs	8	8	
Traffic Markings	6	4	12

Overall Total 81

Roadway Remarks

BRICK MAILBOX. ROW IS PRESCRIPTIVE

ALDOT Inspector	LAWRENCE KROMTIT	Title	ASST. DIV. CTM
County Representative	J. KELLEY AND J. MAY	Title	ASST. CO. ENG. AND PROJ. MA
County Rep. Certified?	Yes No		

Project Identification Information

Project Location	COOSADA FERRY ROAD, CR 25 FROM ALABAMA RIVER PARKWAY TO ALABAMA RIVER		
Original Project No.	8500-D		
Route No.	Route Name		
Roadway Length	2.73	Pavement Width	20.00 ROW Width 30.00
Project Type			
Inspection Required?	Yes No		

Bridge/Culvert Check List

Remarks

Guard Rail Attachment	G
Hazard Panels/Signing	G
Associated Roadway/Deck	G

County Roads Maintenance Inspection
Inspection Conditions
Current Data Displayed

Page 046 Date 03-22-2011

Roadway Ratings

	Max.	Conditions	Total Rating
Surface Treatment	18	14	
Surface Patching	8	5	
Surface Leveling	6	4	
Surface Edge Repairs	8	7	30
Shoulder Cond. High	8	7	
Shoulder Cond. Low	8	7	14
Drainage Ditches	8	6	
Drainage Drains	2	2	
Drainage Erosion	3	3	
Drainage Settlement	3	3	14
Shoulder Clearing	4	4	
Shoulder Mowing	4	3	
Shoulder Encroachments	6	4	11
Traffic Signs	8	8	
Traffic Markings	6	4	12

Overall Total 81

Roadway Remarks
BRICK MAILBOX. ROW IS PRESCRIPTIVE

Montgomery County

Main Menu
Project History
List Inspections

ALDOT Inspector	LAWRENCE KROMTIT	Title	ASST DIV CTM
County Representative	J KELLEY AND J MAY	Title	ASST CO ENG AND PROJ MA
County Rep. Certified?	Yes No		

Project Identification Information

Project Location	COOSADA FERRY ROAD, CR 25 FROM ALABAMA RIVER PARKWAY TO ALABAMA RIVER		
Original Project No.	8500-D		
Route No.		Route Name	
Roadway Length	2.73	Pavement Width	20.00
Project Type		ROW Width	30.00
Inspection Required?	Yes No		

Bridge/Culvert Check List

Remarks
Guard Rail Attachment G
Hazard Panels/Signing G
Associated Roadway/Deck G

RUN DATE --- 01/05/12
RUN TIME --- 09:23:49
STUDY NUMBER 101

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION
MULTIMODAL TRANSPORTATION BUREAU-SAFETY MANAGEMENT
ACCIDENT IDENTIFICATION SECTION

PAGE 1 OF 3 PAGES
TIME PERIOD OF STUDY: 01/01/09 TO 01/05/12

DETAILED ACCIDENT REPORT

E-CRASH ACCIDENT INFORMATION FOR: ALL POINTS ALONG LINK 1293 COOSADA FERRY RD MONTGOMERY COUNTY

***** LOCATION *****	***** EVENT/ENVIRON *****	-----VEH 1-----	-----VEH 1-----	INJURY
ACC NO : 9673843	PRIM CAUSE: SWERVE AVOID ANIMAL	EST SPEED : 40	TYPE : PICKUP	K: 0
LOC CASE:	PRIME VEH#: 01	SPEED LMT : 40	ON ROAD : 1293	
ACC DATE: 07/02/09	FIRST HARM: FENCE	MANEUVER : MOVMT STR	NR LANES :	A: 0
ACC DAY : THURSDAY	EVENT LOC : GORE	ALC/DRUGS : NONE	TRFC CNTL : NO CNTROLS	
ACC TIME: 0915	OBJ DIST : 0010 FT	VISIBILITY: NOT OBSCUR	ROAD COND : DRY	B: 0
ON ROAD : 1293	CATEGORY : AO	DRVR COND : NORMAL	ROAD DEFCT: NONE	
COUNTY : 03 CITY 00	NR OF VEHS: 1	RES STATE : AL	TVL DIRECT: NORTH	C: 0
MILEPOST: N/A	NR OF PEDS: 0	RES - 25M : YES	MOST HARM : DWNHL RNAW	
NODE 1 : 07842	LIGHT : DARK-ROADWY LIGHTED	RESTRICTS : NO RESTRIC	IMPACT PT : 12	U: 0
NODE 2 : 08271	WEATHER : CLEAR	RESTR CMPL:	DAMAGE : MINOR DAM.	
DST/NODE: 0.10M N1	LOCALE : OPEN CNTRY	OTH. CAUSE: SWR AVD AN	HAZ CARGO : N/A	
XXXXXXX:	CNTRLD HWY: NOT CNTRLLED ACC HWY	CITATION : NONE	ATTACHMNTS: NONE	

***** LOCATION *****	***** EVENT/ENVIRON *****	-----VEH 1-----	-----VEH 1-----	INJURY
ACC NO : 9679438	PRIM CAUSE: OTH DISTR IN VEHICL	EST SPEED : 40	TYPE : PASS. CAR	K: 0
LOC CASE:	PRIME VEH#: 01	SPEED LMT : 40	ON ROAD : 1613	
ACC DATE: 08/05/09	FIRST HARM: TREE	MANEUVER : MOVMT STR	NR LANES :	A: 0
ACC DAY : WEDNESDAY	EVENT LOC : GORE	ALC/DRUGS : NONE	TRFC CNTL : 97	
ACC TIME: 0707	OBJ DIST : 0009 FT	VISIBILITY: 97	ROAD COND : DRY	B: 0
ON ROAD : 1293	CATEGORY : AO	DRVR COND : NORMAL	ROAD DEFCT: NONE	
COUNTY : 03 CITY 00	NR OF VEHS: 1	RES STATE : AL	TVL DIRECT: SOUTH	C: 0
MILEPOST: N/A	NR OF PEDS: 0	RES - 25M : YES	MOST HARM : RAN OFF-RT	
NODE 1 : 08271	LIGHT : DAYLIGHT	RESTRICTS : NO RESTRIC	IMPACT PT : 01	U: 0
NODE 2 : 10898	WEATHER : CLOUDY	RESTR CMPL:	DAMAGE : DAM/DISABLD	
DST/NODE: 0.60M N2	LOCALE : OPEN CNTRY	OTH. CAUSE: UNKNOWN	HAZ CARGO : N/A	
XXXXXXX:	CNTRLD HWY: NOT CNTRLLED ACC HWY	CITATION : NONE	ATTACHMNTS: NOT APPLICA	

***** LOCATION *****	***** EVENT/ENVIRON *****	-----VEH 1-----	VEH 2-----	-----VEH 1-----	VEH 2-----	INJURY
ACC NO : 9696819	PRIM CAUSE: OVER SPEED LIMIT	EST SPEED : 70	15	TYPE : MCYCLE	PASS. CAR	K: 1
LOC CASE: FATALIT	PRIME VEH#: 01	SPEED LMT : 40	40	ON ROAD : 1293	1293	
ACC DATE: 11/08/09	FIRST HARM: THROWN/FALLING OBJ	MANEUVER : CURVE	TURNNG LEFT	NR LANES : 02	02	A: 0
ACC DAY : SUNDAY	EVENT LOC : ON ROADWAY	ALC/DRUGS : ALC+DRUG	NONE	TRFC CNTL : NO PASS ZN	NO PASS ZN	
ACC TIME: 1120	OBJ DIST : 0000 FT	VISIBILITY: CURV IN RD	CURV IN RD	ROAD COND : DRY	DRY	B: 0
ON ROAD : 1293	CATEGORY : MA	DRVR COND : UNKNOWN	NORMAL	ROAD DEFCT: NONE	NONE	
COUNTY : 03 CITY 00	NR OF VEHS: 2	RES STATE : AL	AL	TVL DIRECT: SOUTH	NORTH	C: 0
MILEPOST: N/A	NR OF PEDS: 0	RES - 25M : YES	YES	MOST HARM : DWNHL RNAW	VEH IN TRF	
NODE 1 : 07843	LIGHT : DAYLIGHT	RESTRICTS : MOTORCYCLE	NO RESTRIC	IMPACT PT : 09	01	U: 0
NODE 2 : 10898	WEATHER : CLEAR	RESTR CMPL:		DAMAGE : DAM/DISABLD	DAM/DISABLD	
DST/NODE: 1.00M N2	LOCALE : OPEN CNTRY	OTH. CAUSE: UNKNOWN	97	HAZ CARGO : N/A	N/A	
XXXXXXX:	CNTRLD HWY: NOT CNTRLLED ACC HWY	CITATION : NONE	NONE	ATTACHMNTS: NONE	NONE	

RUN DATE --- 01/05/12
RUN TIME --- 09:23:49
STUDY NUMBER 101

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION
MULTIMODAL TRANSPORTATION BUREAU-SAFETY MANAGEMENT
ACCIDENT IDENTIFICATION SECTION

PAGE 2 OF 3 PAGES

TIME PERIOD OF STUDY: 01/01/09 TO 01/05/12

DETAILED ACCIDENT REPORT

E-CRASH ACCIDENT INFORMATION FOR: ALL POINTS ALONG LINK 1293 COOSADA FERRY RD MONTGOMERY COUNTY

***** LOCATION *****	***** EVENT/ENVIRON *****	-----VEH 1-----	-----VEH 1-----	INJURY
ACC NO : 0676404	PRIM CAUSE: SWERVE AVOID ANIMAL	EST SPEED : 35	TYPE : SUV	K: 0
LOC CASE:	PRIME VEH#: 01	SPEED LMT : 40	ON ROAD : 1293	
ACC DATE: 09/20/10	FIRST HARM: MAILBOX	MANEUVER : CURVE	NR LANES : 02	A: 0
ACC DAY : MONDAY	EVENT LOC : SHOULDER	ALC/DRUGS : NONE	TRFC CNTL : NO PASS ZN	
ACC TIME: 1145	OBJ DIST : 0005 FT	VISIBILITY: NOT OBSCUR	ROAD COND : DRY	B: 0
ON ROAD : 1293	CATEGORY : AO	DRVR COND : NORMAL	ROAD DEFCT: NONE	
COUNTY : 03 CITY 00	NR OF VEHS: 1	RES STATE : AL	TVL DIRECT: SOUTH	C: 0
MILEPOST: N/A	NR OF PEDS: 0	RES - 25M : YES	MOST HARM : RAN OFF-RT VEH IN TRF	
NODE 1 : 08271	LIGHT : DAYLIGHT	RESTRICTS : NO RESTRIC	IMPACT PT : 12	U: 0
NODE 2 : 11895	WEATHER : CLEAR	RESTR CMPL:	DAMAGE : MINOR DAM. DAM/DISABLD	
DST/NODE: 0.10M N2	LOCALE : OPEN CNTRY	OTH. CAUSE: 97	HAZ CARGO : N/A	
XXXXXXXX:	CNTRLD HWY: NOT CNTRLDD ACC HWY	CITATION : NONE	ATTACHMNTS: NONE	

NOTE: DATA (INCLUDING INJURY COUNTS) FOR ONLY THE FIRST TWO VEHICLES AND/OR PEDESTRIANS ARE REPORTED FOR EACH ACCIDENT.

8-14

RUN DATE --- 01/05/12
RUN TIME --- 09:23:49
STUDY NUMBER 101

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION
MULTIMODAL TRANSPORTATION BUREAU-SAFETY MANAGEMENT
ACCIDENT IDENTIFICATION SECTION

PAGE 3 OF 3 PAGES

TIME PERIOD OF STUDY: 01/01/09 TO 01/05/12

DETAILED ACCIDENT REPORT

E-CRASH ACCIDENT INFORMATION FOR: ALL POINTS ALONG LINK 1293 COOSADA FERRY RD MONTGOMERY COUNTY

4 TOTAL ACCIDENTS	ACCIDENT RATE 0.00 (N/A)
0 PED. INVOLVED ACC : .00% OF ALL	3 VEHICLES DAMAGED AND DISABLED : 60.00% OF ALL
1 MULTI-VEH ONLY ACC : 25.00% OF ALL	0 VEHICLES DAMAGED, NOT DISABLED: .00% OF ALL
3 SINGLE VEH ONLY ACC: 75.00% OF ALL	0 VEHICLES NOT DAMAGED : .00% OF ALL
	0 VEHICLES WITH UNKNOWN DAMAGE : .00% OF ALL
	2 VEHICLES WITH MINOR DAMAGE : 40.00% OF ALL
1 FATALITIES : 100.00% OF ALL	1 FATAL ACCIDENTS : 25.00% OF ALL
0 INCAPACITATING INJ.: .00% OF ALL	0 INJURY ACCIDENTS : .00% OF ALL
0 NON-INCAPACITATING : .00% OF ALL	3 PROPERTY DAMAGE ONLY ACCIDENTS: 75.00% OF ALL
0 NOT VISIBLE: W/PAIN: .00% OF ALL	
0 UNKNOWN INJURIES : .00% OF ALL	
	0 WET SURFACE ACCIDENTS : .00% OF ALL
	4 DRY SURFACE ACCIDENTS : 100.00% OF ALL
	0 ICE SURFACE ACCIDENTS : .00% OF ALL
	0 SNOW SURFACE ACCIDENTS : .00% OF ALL
	0 SLUSH SURFACE ACCIDENTS : .00% OF ALL
	0 MUDDY SURFACE ACCIDENTS : .00% OF ALL
0 DAWN ACCIDENTS : .00% OF ALL	0 WATER BUILD-UP ACCIDENTS : .00% OF ALL
3 DAYLIGHT ACC : 75.00% OF ALL	0 OTHER SURFACE ACCIDENTS : .00% OF ALL
0 DUSK ACCIDENTS : .00% OF ALL	0 UNKNOWN SURFACE ACCIDENTS : .00% OF ALL
1 DARK, LIGHTED ACC : 25.00% OF ALL	
0 DARK, UNLIGHTED ACC: .00% OF ALL	1 ALCOHOL RELATED ACCIDENTS : 25.00% OF ALL
0 DARK, UNKNOWN LIGHT: .00% OF ALL	1 DRUG RELATED ACCIDENTS : 25.00% OF ALL
0 OTHER LIGHTING ACC : .00% OF ALL	0 OVERSIZED LOAD ACCIDENTS : .00% OF ALL
0 UNKNOWN LIGHT ACC : .00% OF ALL	0 TRACT/TLR - INVOLVED ACCIDENTS: .00% OF ALL
	0 HAZARDOUS CARGO ACCIDENTS : .00% OF ALL

NOTE: DATA (INCLUDING INJURY COUNTS) FOR ONLY THE FIRST TWO VEHICLES AND/OR PEDESTRIANS ARE REPORTED FOR EACH ACCIDENT.

8-15

RUN DATE --- 01/05/12
RUN TIME ---
STUDY NUMBER 101

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION
MULTIMODAL TRANSPORTATION BUREAU-SAFETY MANAGEMENT
ACCIDENT IDENTIFICATION SECTION

PAGE 0 OF 1 PAGES

TIME PERIOD OF STUDY: 01/01/09 TO 01/05/12

ACCIDENT INFORMATION FOR: ALL POINTS ALONG LINK 1293 COOSADA FERRY RD MONTGOMERY COUNTY

0 ACCIDENTS RETRIEVED FROM DATABASE; 0 REPORTED HERE.

8-16

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

JAN 23 2012

January 23, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *dLm*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

** C-2012-32: Rescind Appropriation to Alpha Phi Alpha Beta Upsilon Chapter Education Foundation, for Tourism - \$500; (Williams)

NOTE: To change the initial authorization to the correct Corporate name.

C-2012-33: Alpha Upsilon Lambda Chapter Educational Foundation, Alpha Phi Alpha Fraternity, Inc., for Expenses used during the Miss Blank and Gold Scholarship Pageant - \$500; (Williams)

C-2012-34: Alabama Cattlemen's Association, for the Cattle Show during the Rodeo at the Southeastern Livestock Expo - \$2,000; (Dean-\$500, Ingram-\$500, Polizos-\$500 and Wilson-\$500)

C-2012-35: Alabama Baseball Coaches Association, Inc., for the 2012 Community College Fall Sophomore Workouts and Fall Classic - \$1,900; (Ingram-\$400, Polizos-\$750 and Wilson-\$750)

NC-2012-51: Snowdoun Volunteer Fire Department, for General Operations - \$4,000; (Polizos)

** Rescind

DLM/tll

9-1

JAN 23 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Elections	REVIEWED:	S. Thomas	1/19/2012
DATE:	1/9/2012	Finance Director		Date
REQUESTED BY:	Justin Aday	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
State of AL-HAVA Grant	001-40000.44231	0.00	-41,256.00	-41,256.00
Training/Educational Services	001-51911-170	30,000.00	20,000.00	50,000.00
Office Supplies	001-51911-211	20,000.00	21,256.00	41,256.00
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 50,000	\$ -	\$ 50,000

JUSTIFICATION:

Allocate funding to cover expenses of items approved by State of Alabama under Help America Vote Act (HAVA) grant. This budget change will allow for requisition of approved items and reimbursement from the State of Alabama (at rate of 100%) which will be made to the Montgomery County General Fund upon completion of grant paperwork. HAVA Grant Approval Code: 2011-0025. Coordinate with Election Center on reimbursement.

Justin Aday

From: Justin Aday
Sent: Wednesday, January 11, 2012 3:33 PM
To: Donald Mims
Cc: deonnathompson@mc-ala.org; reesemckinney@mc-ala.org
Subject: HAVA GRANT APPLICATION
Attachments: 2012budgetchange2elections.xlsx; HAVA GRANT APPLICATION MONTGOMERY COUNTY.pdf

Donnie –

I have prepared and attached the documentation that will need approval by the Commission for the HAVA Grant that we received. The amount listed on the grant application is greater than the amount listed on the application that was in the Commission packet this week because one of the secure transport and storage containers that was previously quoted was not suitable for our needs. However, the increased amount has been approved by the Secretary of State for reimbursement under the grant.

As I indicated at the Commission meeting on Monday, the Commission will need to: (1) approve the contract with Stacey Stakely; (2) approve the Grant Application; and (3) approve the attached Budget Change Request to allocate the funding for the approved items under the grant. Once we have approval on those three items, then we will order the secure storage and transport containers (see attached quotes) and execute the contract with Mrs. Stakely. We will then submit the HAVA Grant Application to the Secretary of State's Office and the reimbursement check will be sent to the Commission to offset the amount of the items. As we did with the previous budget change request, the amount requested amount for the contract is to cover that expense for the remainder of the fiscal year (\$20,000.00 out of the \$30,000.00 contract amount). We will then budget the remainder of the allocation in the next fiscal year budget to cover the remainder of the contract.

Please place these items on the Commission agenda for the January 23rd meeting. Let me know if you have any questions.

Thank You,

Justin C. Aday

Director of Elections
The Montgomery Election Center
Office of Judge Reese McKinney
125 Washington Avenue
Montgomery, Alabama 36104
334.832.7169
www.montgomeryelectioncenter.org

JAN 23 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 8

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 1/13/2012
 DATE: 1/13/2012 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
Alabama Cattlemen's Assn	001-56125.488	0	9,000	9,000
Misc In-House Appropriations	001-59310.498	9,383	-9,000	383
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		9,383	0	9,383

JUSTIFICATION:

Appropriation to the Alabama Cattlemen's Association to provide funding for the Rodeo Cattle Show during the Southeastern Livestock Expo.

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

JAN 23 2012

January 18, 2012

MEMORANDUM

TO: Mr. Elton Dean, Chairman
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator
Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Position Fill Request – Appraisal Department – Tax & Map Compiler II

I respectfully request approval to fill the current vacant position of Tax and Map Compiler II. This position is for promotional from within the Appraisal Department.

I respectfully request that the Commission consider placing the attached position fill request on the next available Commission meeting agenda for approval.

Thank you for your consideration.

Main Office
Downtown (Annex III)
101 S Lawrence St
Montgomery, AL 36104

East Office
5340B Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

12-1

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

COMPLETED ACTION DATES

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

1 POSITION TITLE **Tax and Map Compiler II**

POSITION NUMBER **850208025**

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

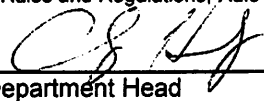
RECRUITING

(x) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A07 (\$38,734 - \$55,138)**

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



Department Head

Date **01/18/2012**

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 _____

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

JAN 23 2012

January 18, 2012

MEMORANDUM

To: Mr. Elton Dean, Chairman
Montgomery County Commissioners

Cc: Donald Mims, County Administrator
Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: New Position Request-Appraisal Department

I am respectfully requesting the allocation of a new position, Appraisal Mapping Editor II, for the Appraisal Department and approval of the related fill position request. We would like to promote from within the Appraisal Department.

I am requesting that this new position be considered at the next available Commission meeting.

Thank you for your consideration.

Main Office
Downtown (Annex III)
101 S Lawrence St
Montgomery, AL 36104

East Office
5340B Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

13-1

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

COMPLETED ACTION DATES

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

1 POSITION TITLE **Appraisal Mapping Editor II**

POSITION NUMBER _____

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

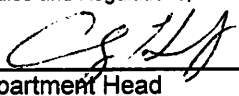
RECRUITING

(x) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A07 (\$38,734 - \$55,138)**

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



Department Head

Date **01/18/2012**

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 _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

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

1. Position Title Clerk II

Position Number 100

Proposed Effective Date December 26, 2011

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$21,830 - \$31,076 A02

D T Marshall

Department Head DA

Date December 12, 2011

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director _____

Date _____

4. Selectee: _____

Appointing Authority _____

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

Agenda

JAN 23 2012

ORIGINAL

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

SUPERVISOR: D. Cunningham, Chief Deputy

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

JAN 23 2012

**Montgomery County
Youth Facility**

Agenda

JAN 23 2012

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: January 18, 2012
Re: Position Fill Request

BRH

I am requesting that the Position Fill Request for Juvenile Detention Officer Position Number 900300014 be placed on the formal agenda for the January 23rd County Commission Meeting. This will fill the position vacated by Ms. Ann Sikes' promotion.

Thank you for your consideration.

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Juvenile Detention Director

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Detention Officer

POSITION NUMBER: 900300014 (to replace Ann Sikes)

PROPOSED EFFECTIVE DATE: 2/6/2012

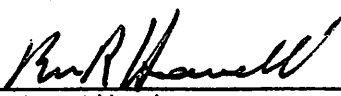
TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1,137.28/\$14.2160)



Department Head

1/3/2012

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 _____

ORIGINAL

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 23 2012

Request # 8

Date: January 12, 2012
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: February 23, 2012 Return Date: February 24, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the CARIA Annual Meeting 2012

Traveler (s) Name: 1. John A. Mitchell, Sr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$100.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration Fee - 100.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$7,633.68</u>	
Budget Available:	<u>\$14,866.32</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$14,766.32</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/12/2012

cc: Finance Director / Buyer

17-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

JAN 23 2012

Date: January 12, 2012
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 21, 2012 Return Date: September 21, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend 20th Annual Financial Accounting and Auditing Conference

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$250.00 Advance Registration Required: \$250.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - 250.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$7,633.68</u>	
Budget Available:	<u>\$14,866.32</u>	
Current Requests:	<u>\$350.00</u>	
Budget Balance:	<u>\$14,516.32</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/12/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 23 2012

Request # 10

Date: January 12, 2012
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

DM

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: May 16, 2012 Return Date: May 17, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the 2012 ACAA Annual Conference

Traveler (s) Name: 1. John Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$764.78 Advance Registration Required: \$195.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage - 219.78; Meals - 150.00; Hotel 200.00; Registration - 195.00

To: Donald L. Mims, Administrator

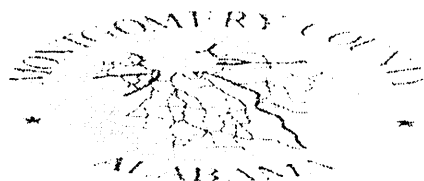
From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$764.78 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$7,633.68</u>	
Budget Available:	<u>\$14,866.32</u>	
Current Requests:	<u>\$1,114.78</u>	
Budget Balance:	<u>\$13,751.54</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/12/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

JAN 23 2012

Date: January 18, 2012

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: January 27, 2012

Return Date: January 27, 2012

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend the Annual Meeting of the Public Affairs Research Council of Alabama

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$55.00

Advance Registration Required: \$55.00

Department Name: County Commission

Fund Name: General

Additional Comments: Registration Fee - \$55.00 (Trip in conjunction with another travel)

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$55.00 and advance registration of \$55.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$22,500.00

Approved Requests: \$7,633.68

Budget Available: \$14,866.32

Current Requests: \$1,169.78

Budget Balance: \$13,696.54

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/18/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

JAN 23 2012

Date: January 10, 2012

To: Donald L. Mims, Administrator

From: Lou Ialacci

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orlando, FL

Departure Date: June 10, 2012

Return Date: June 17, 2012

Conference Leave (Days / Hours): 7 Days

Purpose of Travel: Attend training Seminars created by Microsoft for IT Professionals

Traveler (s) Name: 1. Chad Nunn 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,470.00 Advance Registration Required: \$1,995.00

Department Name: Information Systems Fund Name: General

Additional Comments: Hotel expense- \$700; Food - \$525; Gas - \$200; Toll Parking Expenses - \$50

NOTE: REGISTRATION AMOUNT ABOVE IS A DISCOUNTED AMOUNT

ONLY AVAILBLE THROUGH 2/28/2012

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$3,470.00 and advance registration of \$1,995.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51965.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$20,000.00

Approved Requests: \$2,816.55

Budget Available: \$17,183.45

Current Requests: \$3,470.00

Budget Balance: \$13,713.45

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 23 2012

Request # 12

Date: January 5, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dothan, AL
Departure Date: January 30, 2012 Return Date: February 3, 2012
Conference Leave (Days / Hours): 5 days
Purpose of Travel: K9 Training Seminar

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

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

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

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

Additional Comments: all expenses being paid by Dothan PD

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$2,576.04</u>	
Budget Available:	<u>\$22,423.96</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$22,423.96</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 23 2012

Request # 15

Date: January 12, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: February 12, 2012 Return Date: February 15, 2012
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Alabama Sheriff's Association 2012 Winter Conference

Traveler (s) Name: 1. Sheriff D. T. Marshall 4. _____
2. Chief Deputy D. Cunningham 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$500.00

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

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$500.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$2,576.04</u>	
Budget Available:	<u>\$22,423.96</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$21,923.96</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/12/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 23 2012

Request # 13

Date: January 5, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dothan, AL
Departure Date: January 30, 2012 Return Date: February 3, 2012
Conference Leave (Days / Hours): 5 days
Purpose of Travel: K9 Training Seminar

Traveler (s) Name: 1. Deputy T. Heath 4. _____
2. Deputy J. Shepherd 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: General (001-52110-380)

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.380</u>	(ex: 000-00000-000)
Description:	<u>Investigations-Dog</u>	
Current Budget:	<u>\$45,300.00</u>	
Approved Requests:	<u>\$4,803.00</u>	
Budget Available:	<u>\$40,497.00</u>	
Current Requests:	<u>\$1,200.00</u>	
Budget Balance:	<u>\$39,297.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

JAN 23 2012

Date: January 10, 2012
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

gk

Request approval to be granted for the following:

Destination: Destin, FL
Departure Date: March 21, 2012 Return Date: March 23, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the Spring 2012 Meeting of States' Joint Boards and Committees
Meeting

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

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

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

Department Name: Risk Management Fund Name: General Liability

Additional Comments: All Expenses Paid By States

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$1,492.46</u>	
Budget Available:	<u>\$13,507.54</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$13,507.54</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

JAN 23 2012

Date: January 11, 2012
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites Hotel, Montgomery, AL

Departure Date: February 23, 2012 Return Date: February 23, 2012

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend AL Society of Professional Land Surveyors Forty-Ninth Annual
Membership Meeting and Workshop for Professionals

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

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

Total (est.) Cost: \$75.00 Advance Registration Required: \$75.00

Department Name: Engineering Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$75.00 and advance registration of \$75.00 is authorized.

To be completed by the Finance Department

Fund Code: 111-53600.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$5,000.00

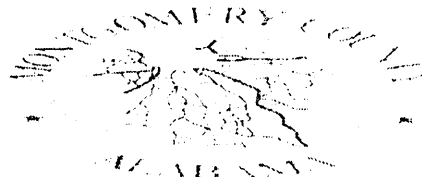
Approved Requests: \$675.00

Budget Available: \$4,325.00

Current Requests: \$75.00

Budget Balance: \$4,250.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/11/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 23 2012

Request # 9

Date: January 19, 2012
To: Donald L. Mims, Administrator
From: Janet Buskey Revenue Commissioner
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: March 5, 2012 Return Date: March 6, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: AAAO: Income Approach with an Alabama Touch

Traveler (s) Name: 1. Pam Burrell 4. _____
2. Donna Raney 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$759.12 Advance Registration Required: \$250.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Total Est Cost includes registration, travel, lodging and meals.

To: Janet Buskey Revenue Commissioner

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$759.12 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,500.00</u>	
Approved Requests:	<u>\$3,481.40</u>	
Budget Available:	<u>\$14,018.60</u>	
Current Requests:	<u>\$759.12</u>	
Budget Balance:	<u>\$13,259.48</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/19/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 23 2012

Request # 10

Date: January 19, 2012
To: Donald L. Mims, Administrator
From: Janet Buskey Revenue Commissioner
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: March 7, 2012 Return Date: March 9, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Alabama Association of Assessing Officials 2012 Mid Winter Conference

Traveler (s) Name: 1. Pam Burrell 4. _____
2. Donna Raney 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,293.12 Advance Registration Required: \$270.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Total Est Cost includes registration, travel, lodging and meals.

To: Janet Buskey Revenue Commissioner

From: Donald L. Mims, Administrator

The above request is app. 01/23/12 reimbursement of actual and necessary expenses in the
approximate amount of \$1,293.12 and advance registration of \$270.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,500.00</u>	
Approved Requests:	<u>\$3,481.40</u>	
Budget Available:	<u>\$14,018.60</u>	
Current Requests:	<u>\$2,052.24</u>	
Budget Balance:	<u>\$11,966.36</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/19/2012

cc: Finance Director / Buyer

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Agenda

JAN 23 2012

**Agenda Item Number 18 – Consider Resolution Regarding Financing of Energy Conservation
Project, County Commission**

Resolution to be presented at Monday's Meeting