

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

AUGUST 13, 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:

Risk Manager Scott Kramer
Realtor Johnny Baker
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
Representative from Probate Judge's Office

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Ingram

Pledge of Allegiance Led By Commissioner Polizos

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of July 23, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Modification Number 7 to 2009 Weatherization Grant Agreement, Number ARRADOE-028-09, County Commission
2. Consider Pictometry International Corporation Authorized User Agreement for Licensee's Project Contractor, Appraisal Department
3. Consider Extension of Professional Services Contract with Melva Turner DBA Positive Changes, LLC, regarding Substance Abuse Counseling and Case Management Services for Drug Court Participants, Community Corrections
4. Consider Shopping Center Store Lease with Faulkner University regarding Unit 5340 A & B in the Eastmont Plaza Shopping Center, County Commission
5. Consider Agreement and Resolution with the Alabama Department of Transportation Regarding Funding for Resurfacing of Wallahatchie Road from Pike Road to Vaughn Road, Project No. STPOA-7902(601), MCP 51-69-12, Engineering Department
6. Consider Memorandum of Understanding with the Town of Pike Road, Alabama to Conduct the Town's Regular Municipal Election on August 28, 2012, Probate Judge's Office (Elections Center)
7. Consider Renewal Agreement with Don H. Payne regarding External Collection Services, Tax and Audit Department
8. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
9. Consider Purchase Order to Verizon Wireless for Equipment and Services for Montgomery County, County Commission
10. Consider Travel/Training Requests (10)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Frank E. Litchfield, III with Seay, Seay & Litchfield, P.C.

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

Budget Review

CALENDAR OF EVENTS

AUGUST 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.

AUGUST 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.

SEPTEMBER 3, 2012

County Holiday (Labor Day)

SEPTEMBER 10, 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.

SEPTEMBER 24, 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.

OCTOBER 8, 2012

County Holiday (Columbus Day)

OCTOBER 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.

OCTOBER 22, 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 1 Clerk Typist II – County Commission
Fill action continues for 2 Programmer Analyst II's – 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 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 14 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 3 Corrections Officers – 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 Assistant Tag/License Supervisor – Probate Judge's Office
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 License Inspector – Probate Judge's Office
Fill action continues for 1 County Archivist – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Emergency Communications Operator I or II – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility

August 13, 2012

08-13-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 07-27-12

Check Number	To	Check Number
227360		227416
Total Checks Paid		\$665,703.55

CHECK #	PAYEE	AMOUNT	DATE
227358	Advanced Disposal	\$ 77.94	07/19/12
227359	Alabama Surplus Properties	\$ 40,325.00	07/23/12

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

08-13-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 07-27-12

Check Number	To	Check Number
227417		227509
Total Checks Paid		\$467,052.00

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

Agenda

AUG 13 2012

08-13-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-02-12

Check Number	To	Check Number
227510		227516
Total Checks Paid		\$59,810.78

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

08-13-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-03-12

Check Number	To	Check Number
227517		227593
Total Checks Paid		\$425,647.19

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

08-13-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-03-12

Check Number	To	Check Number
227594		227702
Total Checks Paid		\$1,200,201.30

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
07/27/12**

Payroll Check Number	113190	To	Payroll Check Number	113336	\$ 99,769.47
Direct Deposits					\$ 779,991.86
Payroll Check Number	113337	To	Payroll Check Number	113362	\$ 250,916.71
Direct Deposits					\$ 319,300.49
Federal Deposits					\$ 297,311.71
Total Payroll Paid					\$ 1,747,290.24

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
08/10/12**

Payroll Check Number	113363	To	Payroll Check Number	113506	\$ 99,691.61
Direct Deposits					\$ 777,630.87
Payroll Check Number	113507	To	Payroll Check Number	113534	\$ 250,923.16
Direct Deposits					\$ 318,171.49
Federal Deposits					\$ 292,914.80
Total Payroll Paid					\$ 1,739,331.93

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

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

George McCain
Chairman

Greg Clark
Executive Director

July 17, 2012

Agenda

AUG 13 2012

The Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

RE: Weatherization Grant No. ARRADOE-028-09; Modification No. 7

Dear Mr. Chairman,

Enclosed are two (2) copies of the referenced grant modification from the Alabama Department of Economic and Community Affairs (ADECA) for the Central Alabama Regional Planning and Development Commission's (CARPDC) Weatherization Assistance Program. The modification increases the total obligated budget to \$3,384,811.00.

Please sign and witness both copies and return them to CARPDC for filing. The enclosed agreement form must also be signed and returned with the grant modification.

If you have any questions or need additional information, please contact me or Steve Till at (334) 262-4300.

Sincerely,



Greg Clark
Executive Director
Central Alabama Regional Planning and Development Commission

Enclosures

**MODIFICATION TO
2009 WEATHERIZATION GRANT AGREEMENT**

Grant Agreement No.: **ARRA DOE-028-09**

Modification No.: **7**

Total Grant Amount: **\$3,384,811.00**

THIS MODIFICATION is entered into as of July 2, 2012 by and between the **ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS**, hereinafter, called the "Department," and the **MONTGOMERY COUNTY COMMISSION**, hereinafter, referred to as the "Subgrantee." This modification amends the **Grant Agreement No. ARRA DOE-028-09** dated April 1, 2009.

1. **PURPOSE:** The purpose of this modification is to amend "**Paragraph 2: Funding**" the relative attachments of the above-referenced Grant Agreement.

- a. **Paragraph 2: "Funding"** is hereby amended to read as follows:

Funding: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subgrantee under this agreement exceed **\$3,384,811.00**, expended in accordance with the budget provided in Attachment B of Modification 7, and for the full and completely satisfactory performance. Additional requirements relative to the Grant amount may be found in Attachment A, Paragraph 2. Any additional costs shall be borne by the Subgrantee.

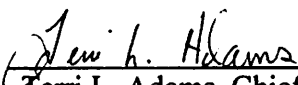
IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBGRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS**

Department

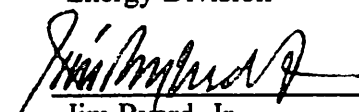
MONTGOMERY COUNTY COMMISSION

Subgrantee


Terri L. Adams, Chief
Energy Division

July 6, 2012
Date

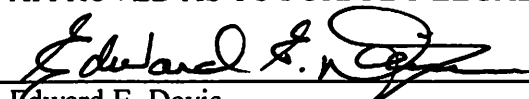
Authorized Official for Subgrantee Date


Jim Byard, Jr.
Director

July 12, 2012
Date

Subgrantee Witness Date

APPROVED AS TO FORM BY LEGAL:


Edward E. Davis
ADECA General Counsel

TO: ANY JUDGE

**RE: GRANT NO: ARRA DOE-028-09
MODIFICATION NO: 7**

Montgomery County Commission, hereby specifically, intentionally, and unconditionally agrees and affirms that the terms and commitments contained in the documents pertaining to this grant/contract shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended. It is further agreed that if any provision of this grant/contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this grant/contract, be enacted, then that conflicting provision in the grant/contract shall be deemed null and void. The grantee's/contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

Authorized Official of Montgomery County Commission

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

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

AUG 13 2012

August 13, 2012

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

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

FROM: Clay Henley, Chief Appraiser

SUBJECT: Pictometry Authorized User Agreement

Please find the attached Authorized User Agreement for Licensee's Project Contractor for Pictometry International Corporation. The purpose of this document is to give Pictometry International permission to send Montgomery County's aerial photography files to Intergraph Services Company (ISC) directly without first having to send them to Montgomery County. ISC will need these files in order to complete their portion of the contract which is to provide the plainimetric data.

Thank you for your consideration.

JCH

Attachments

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

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

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

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



PICTOMETRY INTERNATIONAL CORP.
Authorized User Agreement for Licensee's Project Contractor

The installation and use of these Licensed Products is governed by an existing License Agreement between Pictometry and Montgomery County Commission (Licensee). You agree that you are a Contractor for a Licensee Project(s) and that you shall be designated as an Authorized User of the Pictometry Licensed Products and that you understand and will abide by the terms of the aforementioned License Agreement.

For this Agreement, "Authorized Users" shall mean such persons in the employ of the Contractor, to use and execute the Licensed Products on the designated Authorized User computers. Licensee has agreed: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Licensed Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement. You agree that you are an Authorized User and will abide by the terms and conditions of the License Agreement between the Licensee and Pictometry.

You further agree that you will use the Licensed Software and Pictometry Licensed Image Library only for your work on the Licensee Project Montgomery County Commission and for no other purpose. You agree that, at the end of the Licensee Project shown above, you will cease use of all Licensed Products, purge all Licensed Products off your computers/servers and return all Licensed Projects to the Licensee or Pictometry.

PROJECT SCOPE of WORK (must be completed):

Planemetrics

LICENSEE PRODUCTS to be PROVIDED to CONTRACTOR (must be completed):

Pictometry Ortho Tiles

Effective Date: _____

Termination Date (to be filled in by Pictometry): _____

[Signature Page Follows.]



Pictometry Contact Name: Kenneth J Anderson

Pictometry Exec. Mgmt Approval: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective authorized representatives effective as of the Effective Date above.

AUTHORIZED SUBDIVISION NAME (Contractor): Intergraph Services Company (ISC)

By: _____

Printed Name: Keith Frost

Title: Business Manager

Address: 170 Graphics Drive

Madison, Alabama 35758

Phone: (256) 799 - 6781

Email: keith.frost@isc-maps.com

LICENSEE NAME: Montgomery County Commission

By: _____

Printed Name: Elton N. Dean

Title: Chairman

Address: Montgomery County Administration Building

Courthouse Annex III

101 S. Lawrence Street, Montgomery, AL

Phone: (334) 832.1210

Email: eltondean@mc-ala.org

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

Agenda

AUG 13 2012

DATE: July 18, 2012

TO: Elton Dean – Chairman
Montgomery County Commission

FROM: Paul H. Brown -
On Behalf of Pamela Higgins, Judge 15th Judicial Circuit Drug Court

RE: Request for Future Commission Agenda Item: Extension of Montgomery County
Drug Court Contract for Counseling and Case Management Services

Chairman Dean:

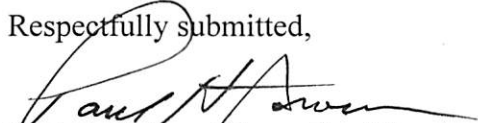
On behalf of the Drug Court and the Presiding Judge of the 15th Judicial Circuit Drug Court, the Honorable Pamela Higgins, sincere appreciation and thanks go to the Commission for their support and approval of the Department of Justice Grant Extension in September of 2011 which allowed the Drug Court to access sorely needed counseling and residential treatment services for certain Drug Court participants. The Drug Court has benefited from the grant extension which allowed the Drug Court access to the remaining funds through June of 2012.

The Montgomery County 15th Judicial Circuit Drug Court has been advised that they are the recipient of a \$10,000 grant from the Alabama Office of the Courts. It is the desire of Judge Higgins that the Community Corrections Department administer the grant and continue to contract for Case Management services with Melva Turner, PhD., DBA: Positive Changes, LLC through a contract extension of her Professional Services Contract which expired June 30, 2012.

The original contract for services was funded by a Federal Department of Justice Grant which ended June 30, 2012. The Drug Court is pleased and satisfied with the services provided by Dr. Turner and recommends that the same Professional Services Contract under which services were provided be extended for a period of up to six months. It is further recommended that the contract be funded solely through the AOC \$10,000 grant. The attached proposed contract is a modification of the previous contract previously approved by the Commission. Modifications include a change in the reference to the source of the funds for the contract and the period or term of the proposed contract.

I am requesting the opportunity to brief the Commission on behalf of the Honorable Pamela Higgins regarding a proposed extension of the Professional Services for Melva Turner, PhD., DBA: Positive Changes, LLC., to be funded by the \$10,000 AOC grant.

Respectfully submitted,



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

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

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission, acting on behalf of the Montgomery County Drug Court and the Drug Court Administrator, The Montgomery County Community Corrections Department (MCCCD), desires to extend the Professional Services Contract with Melva Turner, PhD, DBA Positive Changes, LLC, (also referred to as Provider), to provide substance abuse counseling and case management services for Drug Court participants under the terms and conditions enumerated in Request for Qualifications Number 52960-10P-030, dated and issued August 18, 2010. This is a Professional fee for Services Contract, compensated on the basis of an hourly fee for services rendered. This contract is not an offer for employment with the Montgomery County Drug Court, the Montgomery County Commission, or the MCCCD, and therefore does not grant the provider any rights or privileges under the Montgomery City-County Merit Employee system, including accumulated leave or sick time, and other merit system benefits. Other compensation for said services may be available through a contract between the Provider and the Alabama Department of Mental Health, Substance Abuse Services, and the receipt by the provider for such compensation shall be in addition to the fees authorized in this contract. Only services that are scheduled and pre-approved by the Drug Court Coordinator shall be charged or billed to the Drug Court under this Professional Services Contract. Modifications to the schedule must be approved by the Drug Court Coordinator and made in writing to be compensated.

The amount to be charged to the Drug Court for services rendered shall not exceed \$33.00 per hour and shall not exceed forty (40) hours in any calendar week, without the advance approval in writing of the Drug Court Coordinator. Time shall be calculated and invoiced in increments of one quarter hour, one half hour or whole hours, rounded up to the nearest quarter hour. Said services shall be invoiced to the County of Montgomery Drug Court on an approved invoice form to be provided. Invoices for payment may be submitted two (2) times per month but not less than monthly and shall be due by the fifth working day immediately after the preceding month of services rendered. Any additional fees recovered by the Provider from the Alabama Department of Mental Health for individual substance abuse assessments or other services rendered by the provider shall be the responsibility of the Provider and said fees shall remain with the provider. The award of this Professional Services Contract shall not be contingent on the Alabama Department of Mental Health, Substance Abuse Services Division's determination to contract with the Provider for reimbursement for substance abuse services of any kind.

Other Affiliated Providers

The principle provider to this contract, named herein, also designates Clifton Lovejoy as a co-provider or co-facilitator as disclosed in provider's proposal of qualifications. Said co-provider shall maintain full credentials and qualifications as if they were the same as the principle provider. It shall remain the principle provider's full responsibility to make certain that all provisions of this agreement are fulfilled. Only one invoice for services shall be submitted for all combined services of the provider and co-provider.

Location and Hours of Services

With the exception of any off-site alumni/peer support facilitation, services shall be performed at the office of the Montgomery County Community Corrections Department (MCCCD), 301 Adams Avenue, Montgomery, Alabama. At the MCCCD office location, the MCCCD will provide an office space, case folders, office supplies, P.C. computer, office telephone, desk, chairs, locking file cabinet and access to office equipment necessary to perform both group and individual offender substance abuse counseling services, case management and assessments in fulfillment of the requisites of this contract. One individual office space and access to a group room sufficient to accommodate up to 18 participants shall be provided on the MCCCD premises without cost to the provider.

For the purpose of complying with basic data entry logging including offender participation, the MCCCD shall furnish to the provider access to the MIDAS database as provided by the Alabama Administrative Office of the Courts. The MCCCD shall provide data terminal access for the purpose of administering the ORAS offender assessment on-line when said access becomes available, as needed. Provider shall be afforded reasonable access to the MCCCD office for the purpose of providing all contracted services which may include hours other than regular MCCCD office hours. It is anticipated that the primary focus of services shall be the day-to-day Case Management of Drug Court Offenders. Other services under this contract include the facilitation of an offender alumni/peer support program which may be held at least weekly at a site to be determined.

Compliance with Confidentiality Laws

The provider has previously prepared and signed a general acknowledgement stating the provider understands that certain Federal Laws and Regulations provide for penalties for unauthorized release of certain confidential client/offender information including Federal Regulation 42 CFR (2) and Laws governing certain medical information protected under HIPAA Regulations and he further acknowledges that she will abide by all Federal, State and program regulations regarding the confidentiality of client/offender information and will safeguard sensitive and protected information. This document shall be affixed to and shall become a part of this contract.

Termination of services

Once executed, either party may terminate the proposed contract for services by providing the other party with 30 days prior written notice of intent to terminate the contract.

General Professional Liability –Indemnity Coverage

The provider shall, for the entire term of the contract, carry professional malpractice liability insurance in the amount of at least one million dollars (\$1,000,000) covering acts and omissions and other torts resulting from the provision of the services noted in the contract as awarded. The vendor shall cause their professional insurance carrier to name the Montgomery County Commission, its agents and appointed MCCPCA Board and the Montgomery County Drug Court as well as the Montgomery County 15th Judicial Circuit Courts and District Courts as additional insured's for the services provided in the contract as awarded.

Contract Duration – Amount Payable Under This Grant Funded Contract

The duration of this Contractual Agreement extension is for six (6) months beginning July 1, 2012 or upon the approval of the County Commission as evidenced by the signature of the County Commission Chairman or designee whichever is later. All proceeds available to fund this contract position are fully contingent on the full disbursement of an Alabama Office of the Courts Drug Court Grant in the amount of \$10,000.00. In no case shall the total amount awarded by this Professional Services Contract extension exceed \$10,000.00 in the aggregate. The terms of this Professional Services Contract will be deemed to have been executed and fulfilled upon the full payment of \$10,000.00, paid to the provider in the aggregate or upon notification by a representative of the Montgomery County Drug Court or the MCCCCD to the provider that all available grant funds have been spent.

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. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2012.

PROVIDER

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

PRINT NAME: _____

TITLE: _____

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

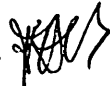
Agenda

AUG 13 2012

August 9, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Lease Agreement

Attached is a lease Agreement for property owned by Faulkner University to be used by Alabama Extension Service. This lease has been viewed by the County attorney, Mr. Gallion. The terms of the agreement have been accepted by the owner and all parties involved.

Provisions of the lease has been discussed and agreed upon in the last working session on July 23, 2012. The Commission agreed to place this item on the August 13, 2012 agenda. Approval of the lease will be in the best interest of the citizens of Montgomery County.

JAM/tm

Attachment

2012 JUL 19 PM 2:40



Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE

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

MEMORANDUM

July 19, 2012

TTG

TO: Donnie Mims
FROM: Tommy Gallion
RE: Shopping Center Lease with Faulkner University
Judge of Probate Office

I have reviewed your July 18, 2012 memorandum and the Shopping Center Store Lease by and between Montgomery County Commission and Faulkner University for Unit 5340 A & B in the Eastmont Plaza Shopping Center to be used as a satellite judge of probate office.

On page 3, paragraph 7 – Lessor's Construction – please add to the end of paragraph the following: The Tenant shall not be required to pay a higher rent than stated herein for any reason related to permitting and/or construction matters. However, the Tenant can within its legal authority consider any request by the landlord and can take whatever action the Tenant deems appropriate.

On page 8, which is part of Hazardous Substances, I recommend that 17 (d) be added that reads like this: Landlord shall indemnify, defend and hold harmless Tenant, its respective officers, directors, beneficiaries, partners, agents and employees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith including reasonable attorneys' fees and reasonable consultants' fees, arising out of or in any way connected with the building that occurs during the term of this Lease or which arises at any time from the Landlord's acts or omissions or from the Landlord's failure to provide all information, make all submissions and take all steps required by all Authorities under the Laws and all other environment laws.

On page 13, paragraph 37 – this paragraph is too broad and needs to be omitted. The people coming to this location are members of the public. There is no way MCC can be responsible for the conduct of these members of the public.

Based on the above suggestions being added to the lease, 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.



Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE

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

MEMORANDUM

July 31, 2012

T.T.G.

TO: Donnie Mims
FROM: Tommy Gallion
RE: Shopping Center Store Lease with Faulkner University

I have reviewed your July 30, 2012 memorandum. I also reviewed my notes and the corrected copy and indeed the word "or" was left out of the correction on page 8, paragraph 17(d). The rest of the corrections that I suggested have been made. The word "or" is very important to that paragraph and it is my legal opinion that you ask the drafter of the lease to make that correction.

I am of the opinion that the services provided for in this lease 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. Once this correction has been made, I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

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MONTGOMERY COUNTY
COMMISSION

SHOPPING CENTER STORE LEASE

THIS INDENTURE, made as of the 18th day of July, 2012, by and between FAULKNER UNIVERSITY (hereinafter called "Landlord"), and MONTGOMERY COUNTY COMMISSION (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Tenant is desirous of leasing from Landlord, and Landlord is desirous of leasing to Tenant certain premises hereinafter described, upon the terms, covenants and conditions set forth herein;

NOW, THEREFORE,

1. DEMISED PREMISES

In consideration of the rents hereinafter reserved and all of the terms, covenants and agreements hereinafter contained, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and takes from Landlord, those certain premises (hereinafter referred to as the "Demised Premises") and identified as UNIT 5340 A & B in the EASTMONT PLAZA SHOPPING CENTER (hereinafter referred to as "Shopping Center"), which premises consist of a store having approximately 7,200 square feet, having an address of 5340 A & B, ATLANTA HIGHWAY, MONTGOMERY, AL, 36109. The boundaries and location of the Demised Premises are outlined in red on a drawing of the Shopping Center, which is attached hereto and made a part hereof and marked Exhibit "A".

Tenant shall have the rights of access and parking in the Shopping Center as hereinafter provided, together with all other easements, privileges, rights, tenements, appurtenances, hereditaments, and fixtures appurtenant thereto; subject however, to the limitations in Tenant's rights of use as provided herein.

2. TERM

The term of this Lease shall be FIVE (5) YEARS to commence upon the earlier of the following dates:

(i) **Completion of the attached renovation and remodeling after the present Tenant moves out of the space. No later than July 1st, 2013.**

(ii) the date upon which Tenant shall open the Demised Premises for business (the "Commencement Date"). Should the Commencement Date be other than the first day of a month, the fractional month shall be "Prorated" and this lease term shall commence on the first day of the next calendar month.

Delivery of possession of the Demised Premises from the Landlord to the Tenant shall be made upon said Demised Premises being duly certified by Landlord's registered architect or professional engineer and Tenant as being substantially complete in accordance with the plans, specifications and approved written change orders, except for minor details which do not interfere with Tenant's occupancy of the Demised Premises.

The parties hereto agree upon demand of the other, within ten (10) days to execute a written document in recordable form expressing that Tenant has accepted possession of the Demised Premises and acknowledging the commencement and expiration dates of the term hereof as such have been determined in accordance with the provisions of the first paragraph of this section. Tenant shall have one (1) option to renew this lease for an additional five (5) years under the same terms and conditions except that the annual rent shall be \$71,950 and the monthly rent shall be \$5,995.83 per month. Tenant to give Landlord six (6) months written notice of intent to exercise said option.

3. EFFECTIVE DATE

Landlord and Tenant acknowledge that certain obligations under various articles of this Lease may commence prior to the Commencement Date of the Lease Term (e.g. construction, indemnities, liability insurance) and agree that this is a binding and enforceable agreement as of the date Landlord and Tenant execute this Lease (the "Effective Date").

4. PERMITTED USE AND RESTRICTION

The Demised Premises shall, during the term of this Lease, be used and occupied solely for the Permitted Use and Purpose as a MONTGOMERY COUNTY EXTENSION SERVICE and for no other use or purpose without the Landlord's prior written consent. Tenant hereby agrees that it, its successors and assigns, or anyone holding by, through or under them, shall not use nor permit the use of the Demised Premises for any other purpose.

Tenant hereby agrees at all time to fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority, whether county, state, or federal governmental authority, having jurisdiction of the Demised Premises, including but not limited to such as shall relate to the health, cleanliness, safety, pest control, trash, traffic, occupation and use of the Demised Premises and the nature, character and manner of operation of the business conducted in or at the Demised Premises. Tenant shall abide by the Rules and Regulations established by Landlord, from time to time, with respect to the operation of the Demised Premises, the common areas, facilities, improvements and sidewalks; said Rules and Regulations are attached as Exhibit "C" and are hereby expressly made a part of this Lease.

As long as Tenant occupies the Demised Premises in the Shopping Center, Tenant, its customers, invitees and business guests, in common with Landlord, its successors, assigns, tenants, subtenants, concessionaires, licensees and any of their customers, invitees, and business guests, shall have the right to use, free of charge, all of the parking areas, access roads, service drives, sidewalks, exits and areas and facilities for the parking of automobiles, except for parking and other areas reserved for the exclusive use of other tenants of the Shopping Center, and except for periods of time during which said areas are being repaired, altered or reconstructed. Tenant acknowledges and agrees that Landlord has and may hereafter grant to one or more of the Tenant in the Shopping Center, exclusive rights for (i) parking at the rear of such tenant's premises; (ii) use of portions of the sidewalks in front of such tenant's premises; and (iii) use of portions of the parking area in front of such tenant's premises; and also non-exclusive rights of ingress, egress and parking may be granted by Landlord to occupants (and their customers) of lands adjoining the Shopping Center.

5. FIXED MINIMUM RENT

Tenant covenants and agrees to pay to Landlord, throughout the term of this lease, a fixed minimum rent for the Demised Premises, in advance on the first day of each month during said term, at the office of Landlord or such other place and to such other person as Landlord may designate, without any setoff or deduction whatsoever, in equal consecutive monthly installments as follows:

- (a) The fixed minimum rent shall be payable in monthly installments of \$5,829.16 each; being an annual rate of \$69,950.00

The fixed minimum rent shall be prorated for a fractional month, if any, and the FIVE (5) YEAR initial term of this Lease and the first Lease Year, shall be extended by any such fractional month.

6. CONTRACTUAL SECURITY INTEREST

In addition to any security or lien interest arising out of operation of law or statute, Tenant hereby gives Landlord a valid Security Interest to secure payment of all rent and other charges for the entire term of this Lease and any damages or losses suffered by Landlord as a result of any default in the Lease by Tenant. This Security Interest is upon all inventory, goods,

wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently in or which may hereafter be situated on the Premise and all proceeds therefrom. Such property shall not be removed from the Premises without the consent of Landlord until any and all sums due Landlord shall be fully paid and discharged. Tenant agrees, upon request of Landlord, to execute a financing statement in the form acceptable to Landlord in Landlord's exclusive judgement, such as, but not limited to, a U.C.C. Form No. 1. Landlord will subordinate its lien to that of Tenant's lender, so long as said lender agrees promptly to repair (at its expense) any damage to the Demised Premises done by removing any items from the Demised Premises.

7. LESSOR'S CONSTRUCTION

SEE ATTACHED PLANS, NOTES & SPECIFICATIONS TO BE COMPLETED BY LANDLORD. (TO BE DRAWN AND THEN APPROVED BY ALL PARTIES & BUILDING DEPARTMENTS). BEFORE THIS LEASE IS LEGALLY BINDING ON ALL PARTIES.

The plans and specifications for the building shall be prepared by architects and engineers selected by Landlord, substantially in accordance with the specifications annexed hereto as Exhibit "E".

In the event Tenant claims that some or all of the construction requirements have not been complied with by Landlord, upon delivery of the certificate of completion by Landlord's architect or engineer, as provided herein, Tenant shall, within ten (10) days of said date (or the date Tenant opens for the transaction of business, whichever is sooner), submit to Landlord a written list of the work Tenant claims is to be performed by Landlord, and Landlord shall have ninety (90) days thereafter to complete such work. If Landlord fails to complete such work, the sole remedy of Tenant shall be to complete such work and Tenant shall have the right to set off the reasonable cost thereof from the rent due Landlord in order to reimburse Tenant for the cost and expense of completion of the work. Upon written request of Landlord, Tenant will, within ten (10) days, furnish to Landlord a written statement that the construction and the improvements have been completed in accordance with Landlord's obligations, or in lieu thereof, a list of the work Tenant claims to be uncompleted, and further stating, if requested, that Tenant is in occupancy of same, paying rent, and the commencement and expiration dates of this lease.

The Tenant shall not be required to pay a higher rent than stated herein for any reason related to permitting and/or construction matters (unless changes are requested by the Tenant after plans and specifications are approved by all Parties). However, the Tenant can within its legal authority consider any request by the Landlord and can take whatever action the Tenant deems appropriate including termination of the Lease.

8. TENANT'S CONSTRUCTION

Tenant shall not alter or install in or about the Demised Premises any interior or exterior lighting or plumbing fixtures, steps, partitions, walls, fences, shades or awnings or make any structural changes or alterations in or to any part of the Demised Premises except upon the prior written consent of Landlord which shall not be unreasonably withheld or delayed. To the end that the standards of the Shopping Center shall be maintained, it is agreed that the consent of Landlord is required as to the furnishings, trade fixtures and equipment proposed to be installed in the Demised Premises, which consent shall not be unreasonably withheld or delayed. All furnishings, trade fixtures and equipment used in the Demised Premises, supplied and installed at the sole cost and expense of Tenant, shall at all times be and remain the property of the Tenant and Tenant shall have the right to remove the same from the Demised Premises at any time during the lease term hereof, provided Tenant shall not be in default hereunder and provided, further, that Tenant, at its sole cost and expense, shall repair or reimburse Landlord for the cost of repairing any and all damage to the Demised Premises resulting from the installation or removal of such furnishings, trade fixtures and equipment. Furthermore, within ten (10) days prior to the expiration of the lease term, or the earlier termination of this Lease, if Landlord so directs, Tenant shall promptly remove the furnishings, trade fixtures and equipment which were placed in, upon or on the Demised Premises by Tenant, and Tenant shall repair any damage to the

Demised Premises caused by the removal of any of the same and in default thereof, Landlord may effect said removals and repairs at Tenant's expense.

Tenant shall have the right, subject to the consent of the general contractor, to install its fixtures and equipment during construction, provided Tenant does not interfere with the construction and all work is performed in conformance with local ordinances and prevailing labor practices and proof of adequate and proper insurance is furnished to Landlord prior to commencement of work. Such installation is and shall be at Tenant's sole cost and risk. In the event Tenant installs its fixtures and equipment during construction of the Shopping Center, or makes any alteration, improvement and/or addition to the Demised Premises during the term of this Lease, Tenant does hereby indemnify and hold harmless Landlord from all expense, liens, claims or damages to either person or property arising out of, or resulting from the undertaking of such installations, alterations, improvements and/or additions.

9. MECHANICS, LABORER'S OR MATERIALMAN'S LIEN

If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or the Shopping Center or any part thereof as a result of any action or work done on behalf of or contracted for by Tenant, Tenant, within fifteen (15) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien either by paying the amount claimed to be due or by transferring same to security and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of any judgement in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs, expenses, and fees including without limitation attorneys' fees incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at one and one-half percent (1 1/2%) per month from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord upon demand.

10. TENANT'S SIGNS

Tenant shall erect and maintain a sign on the front wall of the building forming a part of the Demised Premises, provided it is in harmony with the decor of the balance of the shopping center and provided Landlord has given its written consent to same, which consent shall not be unreasonably withheld or delayed. Signage shall conform in every way with the rules and regulations of the building department having jurisdiction and with any law or ordinance of the state, county, and/or municipality, and Tenant agrees to and does hereby indemnify and hold Landlord harmless from all claims by reason of the erection or maintenance of said sign. Before erection of any such sign, Tenant shall submit a drawing thereof to Landlord for approval, and Tenant shall pay in advance of erections thereof the costs of any structural changes made by Landlord because of the erection of the sign. No sign or support shall be placed on any roof. Landlord will not erect a pylon sign for the benefit of Tenant, nor shall Tenant be allowed to erect a pylon sign. Notwithstanding anything contained in this lease, it is clearly understood and agreed that all signage on the front canopy shall strictly conform to the specifications contained in Exhibit "D", herein.

Tenant shall repair any damages to the premises, either inside or outside, resulting from the erection, maintenance or removal of said signs.

The Tenant hereby also agrees to install no signs in or upon the Demised Premises or on the Shopping Center property without the prior written consent of the Landlord. Any signs allowed by the Landlord shall comply with the "sign specifications" attached hereto as Exhibit "E".

11. COMPLETION OF CONSTRUCTION

Landlord agrees to use its best efforts to complete the construction of the building improvements on or before **EIGHT (8) WEEKS AFTER PRESENT TENANT MOVES OUT** and immediately thereafter deliver possession of the Demised Premises to Tenant.

If there shall be a delay in the construction or repair of any improvements caused by strikes, riots, acts of God, shortages of labor or materials, national emergency, governmental restrictions, laws or regulations, or any other causes, whether within or beyond Landlord's control, such delay shall not be a violation of this lease and the time periods set forth in this lease for any such work shall at Landlord's option be extended for a good period of time equal to the period of delay.

12. LANDLORD'S MAINTENANCE AND REPAIRS

Landlord shall keep and maintain at its sole cost and expense all major repairs. Major repairs are defined as any repair that costs **\$500.00** or more per item per call. Provided that Tenant shall give Landlord prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or negligence of Tenant, its employees, agents, invitees, subtenants, assignees or contractors, in which event such damage shall be promptly repaired by Tenant. Landlord shall promptly undertake any such required work and shall proceed with and work with diligence. In no event shall Landlord be liable for damages or injuries to person or property (including any equipment, stock or inventory of Tenant) arising from the Landlord's failure to make such repairs, nor shall Landlord be liable for damages or injuries to person or property (including any equipment, stock or inventory of Tenant) arising from defective workmanship or materials used in making any such repairs. Except as specifically provided herein, Landlord shall not be responsible for any maintenance, repairs or the making of any improvements of any kind, in, on or upon the Demised Premises constructed by Tenant or Tenant's employees or sub-contractors.

13. TENANT'S MAINTENANCE AND REPAIRS

Tenant shall keep and maintain at its sole cost and expense all minor repairs. Minor repairs are defined as any repair that costs **\$499.00** or less, per item per call, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab including free flow up to the main sewer line; all heating and air conditioning equipment and apparatus including the roof and exterior structural portions of the Demised Premise, exterior mechanical equipment; and all plate glass, interior walls, floors and ceilings, including; and shall at all times comply with applicable building and insurance codes, including, but not limited to, obstruction or any inhibition of the sprinkler system. Tenant shall contract for, in its own name, and shall pay for: (i) a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment, including changing filters on a semiannual basis, and (ii) a qualified service contractor to render pest control services to the Demised Premises. All such service contractors shall be subject to the prior written approval of Landlord. If Tenant refuses or neglects to commence or complete any of the obligations above set forth promptly and adequately within ten (10) days after written notice from Landlord, Landlord may, but shall not be required to do so, make or complete said maintenance or repairs and Tenant shall pay the cost thereof to Landlord upon demand. All mechanical, electrical, plumbing and HVAC equipment shall be in working order at the time of occupancy.

14. SURRENDER OF DEMISED PREMISES

Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Landlord the Demised Premises together with all buildings and improvements thereon, "broomclean," in good order and condition, ordinary wear and damage by the elements excepted. Tenant and Landlord's representative shall make an inspection of the Demised Premises upon surrender and Tenant agrees to promptly repair any damage caused by the act or negligence of Tenant, its agents, employees, licensees, invitees or visitors. Tenant shall

remove all property of Tenant as directed by Landlord and failing to do so, Landlord may cause all of the said property to be removed at the expense of Tenant, and Tenant hereby agrees to pay all costs and expenses thereby incurred. Tenant shall furnish Landlord with an inspection report from an HVAC maintenance vendor acceptable to Landlord and states the premises's heating, ventilation and air conditioning systems are operating properly and have not suffered from neglect. If Tenant fails to provide Landlord with an HVAC inspection report, then, Landlord shall have the HVAC equipment inspected. If the report states that the premises's HVAC systems have been damaged as a result of neglect, ordinary wear and tear excepted, the Tenant agrees to promptly have all equipment repaired at its sole cost and expense and to the satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof and Tenant hereby agrees to pay such amounts on demand as additional rent. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the terms of this lease.

If Tenant fails to remove any property belonging to it within thirty (30) days of the Landlord's notice to remove such property or subsequent to a court order directing such removal, then, all such property shall be deemed abandoned by Tenant and shall become the property of Landlord subject, however, to the rights of any lender who has a security interest which is superior to the landlord's lien therein..

15. INDEMNITY AND INSURANCE

Tenant agrees to and does hereby indemnify and hold Landlord harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of the business conducted by Tenant in the Demised Premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this lease, or from any act or negligence of Tenant, its agents, contractors, servants and employees, in or about the Demised Premises, the sidewalks adjoining same and the other areas of the Shopping Center used by Tenant in common with others. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

Landlord agrees to and does hereby indemnify and hold Tenant harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from the management of the Shopping Center by Landlord, or from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed, pursuant to the terms of this lease, or from any act or negligence of Landlord, its agents, contractors, servants and employees, in or about the Demised Premises, the sidewalks adjoining same and the other areas of the Shopping Center. In the event any action or proceeding is brought against Tenant by reason of any such claim, Landlord covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

Tenant will, upon possession and during the term of this lease, at its own cost and expense, maintain and provide general liability insurance for the benefit and protection of Landlord, Agents, and Tenant (said policy to name Landlord as a coinsured), in an amount not less than \$1,000,000.00 for injuries to any one person, and not less than \$1,000,000.00 for injuries to more than one person and for damage to property and for damage to property combined single limit. Policy shall include a per location aggregate. Said policy shall cover the Demised Premises, the sidewalks adjoining same and the other areas of the Shopping Center used by Tenant. The public liability policy or a certificate thereof shall be delivered to Landlord upon possession of the premises together with proof of payment of premium and renewals thereof not less than twenty (20) days before its expiration date. Said policy and/or certificate shall contain an undertaking by the insurer to give Landlord not less than ten (10) days' written notice of any cancellation or change in scope or amount of coverage of such policy. If Tenant fails to comply with this requirement, Landlord may obtain such insurance and keep same in effect and Tenant shall pay Landlord the cost thereof upon demand as additional rent.

Tenant agrees to keep in force fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. If Tenant fails to comply with this requirement, Landlord may obtain such insurance and keep same in effect and Tenant shall pay Landlord the cost thereof upon demand as additional rent.

16. FIRE DAMAGE, CASUALTY OR DESTRUCTION

If the Demised Premises shall be damaged either partially or totally by fire, casualty, or destruction, through no fault of the Tenant, if Landlord elects, this lease shall continue in full force and effect, and the damages shall be repaired by and at the expense of Landlord and the rent, until such repairs shall be made, shall be apportioned according to the part of the Demised Premises which is usable by Tenant. No rights in favor of Tenant shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control.

The foregoing to the contrary notwithstanding, if Landlord shall decide not to restore or not to rebuild the Demised Premises, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events, Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Demised Premises and surrender the same to Landlord.

17. HAZARDOUS SUBSTANCES

The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproduction toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

(a) TENANT'S RESTRICTIONS. Tenant shall not cause or permit to occur:

(i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises or arising from Tenant's use or occupancy of the Premises, including but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned, or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws (hereinafter defined), as such Laws may be enacted or amended from time to time.

(b) ENVIRONMENTAL CLEANUP

(i) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances ("Law")

(ii) Tenant shall, at Tenant's own expense, make all submissions to provide all information required by and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(iii) Should any Authority or any third party demand that a cleanup plan be prepared and a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises or which arises at

any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans.

(iv) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 21 (b) within thirty (30) days following its request, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 21 (b).

(v) Tenant's obligations and liabilities under this Section 21 (b) shall survive the expiration of this Lease.

(c) **TENANT'S INDEMNITY.**

(i) Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith including reasonable attorneys' and reasonable consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs and are caused by Tenant during the term of this Lease, at or from the Premises or which arises at any time from Tenant's acts or omissions or from Tenant's failure to provide all information, make all submissions and take all steps required by all Authorities under the Laws and all other environmental laws.

(ii) Tenant's obligations and liabilities under this Section 21 (c) shall survive the expiration or other termination of this Lease.

(d) Landlord shall indemnify, defend and hold harmless Tenant, its respective officers, directors, beneficiaries, partners, agents and employees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith including reasonable attorneys' fees and reasonable consultants' fees, arising out of or in any way connected with the building that occurs during the term of this Lease or which arises at any time from the Landlord's acts or omissions or from the Landlord's failure to provide all information, make all submissions and take all steps required by all Authorities under the Laws and all other environmental laws.

18. WAIVER OF SUBROGATION

Landlord and Tenant each hereby release the other and their respective employees, agents and every person claiming by, through or under them, and Tenant hereby releases all other tenants in the Shopping Center of which the premises are a part, and the employees and agents of such tenants, from any and all liability or responsibility (to the other or anyone claiming by, through or under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril normally covered by fire and extended coverage insurance policies, whether such insurance is in force or not, even if such loss or damage shall have been caused by the fault or negligence of the other party, their employees or agents, or such other tenants or any employee or agent thereof.

19. CONDEMNATION

The parties hereto agree that if the whole Demised Premises, or any lesser portion thereof, shall be permanently taken by any public authority, or quasi-public authority, under the power of eminent domain, or like power, or condemned by competent authority for public or quasi-public use, as will make the premises unusable for the purposes herein leased, then this lease shall terminate from the date when possession of the part so taken shall be

required for the use and purpose for which it had been taken. If the lease continues after a partial taking, the rent shall abate proportionately as to the part of the Demised Premises taken. All compensation awarded for such taking of the building, the fee and the leasehold shall belong to and be the property of Landlord; provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for the value of Tenant's trade fixtures. Tenant shall not be entitled to any damages for the unexpired portion of the term of this lease, or injury to its leasehold interest.

20. ASSIGNMENT AND SUBLETTING

Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this agreement nor sublet or underlet, nor suffer or permit the Demised Premises or any part there to be used by others without the prior written consent of Landlord in each instance. Such consent shall not be unreasonably withheld or delayed.

If, with consent of Landlord, this lease be assigned, or the Demised Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed to relieve Tenant of any of its obligations hereunder nor be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant named herein from the further performance by such Tenant of the covenants on the part of Tenant herein contained, it being understood and agreed that Tenant named herein shall at all times remain the primary obligor under this lease.

21. UTILITIES

Tenant shall pay, upon delivery of possession by Landlord, the cost of water/sewer, gas, electricity, fuel, light, heat, power, telephone, cable, and all other utilities furnished to the Premises or used by Tenant in connection therewith, whether such utility costs are determined by separate metering or are billed by Landlord to Tenant as Additional Rent for Tenant's proportionate share of the utility costs. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval (which may be withheld in Landlord's absolute discretion) and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. If Tenant's use or occupancy of Premises results in an increase to Landlord of any utilities expense or connection or user fees or charges for increased usage or capacity or assessments of any kind whatsoever, Tenant shall pay the entire amount thereof within ten (10) days of Landlord's written demand. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises.

22. TAXES

Landlord shall pay, during the term of this Lease, all real estate taxes relating specifically to the Demised Premises.

Tenant shall pay all taxes levied against personal property and trade fixtures placed by Tenant in or about the Demised Premises, including, but not limited to, shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, refrigerators and heating, ventilating and air conditioning equipment, in the event said heating, ventilating and air-conditioning equipment is in addition to the original equipment. If any such taxes are levied against Landlord or Landlord's property, and if Landlord pays same, or if the assessed value of Landlord's premises is increased by the inclusion therein of a value placed on such property, and if Landlord pays the taxes based on such increased assessment, Tenant, upon demand, shall repay to Landlord the taxes so paid by Landlord or the proportion of such taxes resulting from such increase in assessment.

23. DEFAULT BY TENANT

The occurrence of any one or more of the following events, referred to as an "Event of Default", shall constitute a breach of this Lease Agreement on the part of the Tenant:

- (i) If Tenant shall default in the payment of the rent reserved herein, or in the payment of any item of additional rent or other monies due hereunder, or any part of same, when the same is due, and such default shall not be cured within five (5) days of Landlord's giving Tenant notice thereof, or Tenant shall default in the observance of any of the other terms, covenants and conditions of this lease and such default shall not be cured within thirty (30) days of Landlord's giving Tenant notice thereof; provided, however, if such non-monetary default cannot reasonably be cured within thirty (30) days, Tenant shall be entitled to an additional thirty (30) days to cure said default so long as Tenant commences said cure within the initial thirty (30) days and promptly pursues such cure to completion; or
- (ii) If Tenant shall fail to open for business within sixty (60) days from the commencement of the term of this lease (unless delayed by act of God), or if the Demised Premises shall be abandoned, deserted or vacated, or if Tenant shall sublet the Demised Premises or assign this lease except as herein provided, or if Tenant closes for business for more than ninety (90) consecutive days for any reason other than fire or other casualty; or
- (iii) If Tenant shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated a bankrupt by any court and such adjudication shall not be vacated within thirty (30) days, or Tenant takes the benefit of any insolvency act, or Tenant be dissolved voluntarily or involuntarily or have a receiver of Tenant's property appointed in any proceedings other than bankruptcy proceedings, and such appointment shall not be vacated within thirty (30) days after it has been made; or
- (iv) If Tenant fails to adhere to any one or more of the Rules and Regulations and such failure shall not have been cured or commenced to be cured to the reasonable satisfaction of Landlord within thirty (30) days after written notice thereof by Landlord to Tenant.

Upon the happening of any one or more of the "Events of Default" set out within this Section 27 (i)-(iv) as specified above, Landlord, at its option and election, may, (1) collect all payments of rent, additional rent or any other monies due from Tenant during the term of this Lease as and when the same matures, (2) accelerate all payments of rent, additional rent, or any other monies due from Tenant for the remainder of the Lease Term, to become immediately due and payable in full, or (3) Landlord, or any other person by its order, may re-enter the Demised Premises using such force for that purpose as may be necessary, without process of law and without being liable to any prosecution therefor, or Landlord may recover possession of the Demised Premises by summary proceedings, and may elect either to terminate this Lease or not terminate the Lease. If the Landlord elects not to terminate this lease, Landlord may repair or alter the Demised Premises in such manner as to Landlord may seem necessary or advisable, and re-let the Demised Premises, and any and all parts thereof, for the whole or any part of the remainder of the original term hereof, or for a longer period, to any person, firm or corporation, in Landlord's name, or as the agent of Tenant, for whatever rent it shall obtain, and out of any rent so collected or received, Landlord shall, first, pay to itself the expense and cost incurred in re-entering, repossessing, repairing and/or altering the Demised Premises, and the expense of removing all persons and property therefrom, and secondly, pay to itself the cost of securing any new Tenant, or Tenants, and brokerage fees, and thirdly, to the payment of the rent due hereunder and the fulfillment of the Tenant's covenants, and paying over to the Landlord the balance, if any; and in case of its deficiency, the Tenant shall remain liable therefor. Any entry or re-entry by

Landlord, whether taken under summary proceedings or otherwise, shall not absolve or discharge Tenant from liability hereunder.

Tenant hereby expressly waives service of any notice of intention to reenter. Tenant hereby waives any and all right to recover or retain possession of the Demised Premises or to reinstate or to redeem this lease as is permitted or provided by or under any statute, law or decision now or hereafter in force and effect.

Landlord, in addition to the other rights and remedies given herein, and notwithstanding any statute or rule of law to the contrary, may retain as liquidated damages, any rent, security, deposit or monies received by Landlord from Tenant or others in behalf of Tenant upon the execution hereof.

Tenant shall, subject to "force majeure events", (1) open the leased premises within sixty (60) days from the Commencement Date and thereafter continuously operate all of the leased premises in good faith during the term with due diligence and efficiency and (2) keep the leased premises open for business each day during such hours and days as Tenant shall designate.

Tenant hereby expressly agrees to reimburse Landlord for any reasonable attorneys' fees and any and all costs and expenses incurred by Landlord in enforcing or defending Landlord's rights and remedies under this lease.

Landlord hereby expressly agrees to reimburse Tenant for any reasonable attorneys' fees and any and all costs and expenses incurred by Tenant in enforcing or defending Tenant's rights and remedies under this lease.

Landlord, in addition to the foregoing, shall be entitled to any other right or remedy existing in law or in equity. The foregoing rights and remedies are agreed to be cumulative, whereby the exercise of one remedy shall not preclude the subsequent election to proceed with any other remedy.

24. ACCESS TO PREMISES

Landlord and Landlord's representatives shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same or for making repairs, additions or alterations, or for the purpose of exhibiting same to prospective tenants, purchasers or others, and during the last six (6) months of the term of this lease, Landlord may maintain "To Let" and "For Sale" signs upon the Demised Premises.

25. NOTICES

All notices to be given pursuant to this lease shall be in writing and shall either be served personally or sent by prepaid certified or registered mail to the address of the parties specified below, or to any other address specified by either party in the manner prescribed in this paragraph. Notices shall be effective upon mailing in the United States Mail, postage prepaid.

TENANT:

DONALD MIMS
AS COUNTY ADMINISTRATOR
P.O. BOX 1667
MONTGOMERY, AL 36102

LANDLORD:

FAULKNER UNIVERSITY
VP JIM SPRATLIN
5345 ATLANTA HIGHWAY
MONTGOMERY, AL 36109

26. NO BROKER OR BROKERAGE

The parties agree that this lease was brought about through the services of Sullivan & Wills Real Estate and that commission is due as a result of the execution of this lease,

and Tenant represents that no other party was instrumental in the consummation of this lease or is entitled to a brokerage. The Landlord agrees to pay Sullivan & Wills Real Estate in a prompt and timely manner, a commission of 8 % per month on any and all rents collected by the Lessor.

27. NO WAIVER

The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

Furthermore, no delay or omission of the exercise of any right by either party hereto shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. No requirements whatsoever of this lease shall be deemed waived or varied because of either party's failure or delay in taking advantage of any default, and Landlord's acceptance of any payment from Tenant with knowledge of any default shall not constitute a waiver of Landlord's rights in respect to such default, nor of any subsequent or continued breach of any such default or any other requirement of this lease.

28. HOLDOVER BY TENANT

If Landlord and Tenant have agreed in writing at least thirty (30) days before the end of the Lease Term that Tenant shall have the right to hold the Demised Premises after expiration of the Lease Term, then the holding over shall be deemed to have created a month-to-month tenancy terminable by thirty (30) days written notice by either party to the other, upon a monthly rental basis, and otherwise subject to all the terms and provisions of this Lease. Such monthly rental shall be computed on the basis of one-twelfth (1/12) of the total rentals, including without limitation, other charges required in this Lease payable by Tenant to Landlord for the preceding Lease Year. Rent, and other charges for less than one month shall be prorated on a daily basis. If Landlord and Tenant have not reached such an agreement, any holding over by Tenant after the expiration of the Lease Term or any extension or renewal thereof shall be construed to be a tenancy from month to month at a monthly fixed minimum rent equal to one hundred fifty percent (150%) of the monthly fixed minimum rent payable immediately preceding such expiration, and shall otherwise be subject to all of the terms and provisions of this Lease.

If Tenant fails to surrender the Demised Premises upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from Landlord liability resulting from such failure, including, without limitation, any claims made by any succeeding tenant founded on such failures.

29. RELATIONSHIP OF PARTIES

Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party, as constituting the Landlord a partner of Tenant in the conduct of Tenant's business, or as creating the relationship of principal and agent or joint venturers between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times during the term of this lease be and remain that of Landlord and Tenant only.

30. CAPTIONS AND DEFINITIONS

The captions to each paragraph contained herein are for convenience only and do not define, limit, or construe the contents of such paragraphs and are in no way to be construed as a part of this lease.

Words of any gender used in this lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

31. EXCULPATION

Tenant agrees that Tenant shall look solely to Landlord's interest in the shopping center property of which the Demised Premises are part and Landlord's personal property used in connection therewith for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord based upon any default hereunder, and no other property or assets of Landlord, its heirs, successors or assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree.

32. AUTHORITY TO EXECUTE

Landlord and Tenant do each hereby respectively represent to the other that it has the capacity and authority to enter into this agreement. Landlord owns the property described in Exhibit "B" or will own same prior to the commencement of the term herein.

33. LEASE GUARANTEE

If Tenant is a corporation or a partnership, the person signing this Lease on behalf of such corporation or partnership hereby warrants that he has full authority from such corporation or partnership to sign this Lease and obligate the corporation or partnership hereunder and said person hereby agrees to execute a personal guarantee of all terms, conditions and obligations of Tenant, said guarantee attached hereto.

If Tenant is an individual, Tenant unconditionally guarantees to Landlord and becomes personally liable for the full and timely payment, whether by declaration, acceleration or otherwise, of all rents, common area charges and other payments of any nature whatsoever during the term of this Lease and any extensions or renewals thereof, along with any other amounts which may become due, including without limitation, all costs and expenses of enforcement and collection including reasonable attorney's fees.

34. ENTIRE AGREEMENT

This instrument of lease contains the entire and only agreement between the parties concerning the Demised Premises and no prior oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Landlord and Tenant, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement. This agreement shall not be binding until it shall have been executed by Tenant and Landlord.

35. SUCCESSORS IN INTEREST

All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns. In the event Landlord or any successor owner of the Demised Premises shall convey or otherwise dispose of the Demised Premises and/or the shopping center of which the Demised Premises form a part, all liabilities and obligations of Landlord or such successor owner as Landlord under this lease shall terminate upon such conveyance or disposal and written notice thereof to Tenant. Landlord shall have the right to assign this lease without the consent of Tenant and thereafter Landlord shall have no liability hereunder.

36. ATTORNMEN

Tenant shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of Landlord's interest in the Demised Premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as Landlord under this lease.

37. SUBORDINATION

Tenant agrees that this lease shall, at Landlord's option, at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Demised Premises by Landlord, and Tenant agrees, upon demand and without cost, to execute such instruments as may be required to effectuate such subordination; provided, however, as a condition to this subordination provision, Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this lease, its tenancy shall be and remain undisturbed, and in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided, however, that Tenant fully performs all of its obligations under this lease.

38. EXHIBITS AND ADDENDA

The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit "A" Location of the Demised Premises
Exhibit "B" Guaranty
Exhibit "C" Shopping Center Rules and Regulations
Exhibit "D" Sign Criteria
Exhibit "E" Plans & Specifications

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first above written.

Landlord:

Tenant:

By: _____
Name and Title

By: _____
Name and Title

Date: _____

Date: _____

WITNESS:

WITNESS:

STATE OF _____

COUNTY OF _____

I, the undersigned authority, A Notary Public in and for said County and State, hereby certify that _____,
Whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument,

Executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this ____ day of _____, 20 ____.

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

I, the undersigned authority, A Notary Public in and for said County and State, hereby certify that _____,
Whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument,

Executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this ____ day of _____, 20 ____.

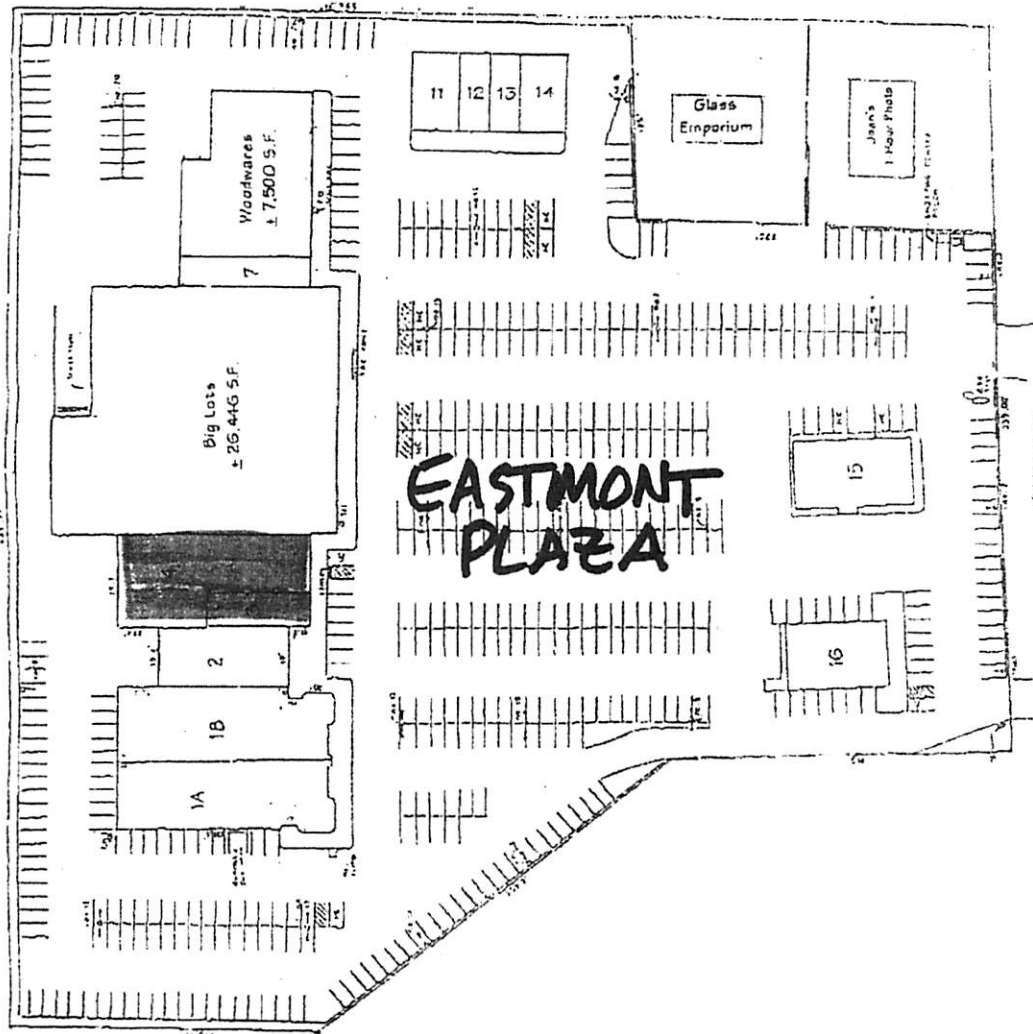
(SEAL)

Notary Public
My Commission Expires: _____

EXHIBIT "A"

10-23-09 17:33 FROM-

T-122 P005/005 F-316



~~CONFIDENTIAL~~

EXHIBIT "B"

Guaranty

In consideration of, and as an inducement for the granting, execution and delivery of the foregoing Lease dated _____ (hereinafter called the "Lease"), by _____ the Landlord therein named (hereinafter called the "Landlord") to _____ the Tenant therein named (hereinafter called the "Tenant"), and in further consideration of the sum of one dollar (\$1) and other good and valuable considerations paid by the Landlord to the undersigned, the receipt and sufficiently of which is hereby acknowledged, the undersigned _____ (hereinafter called the "Guarantor"), hereby guarantees to the Landlord the full and prompt payment of rent, including, but not limited to, additional rent, and any and all other sums and charges payable by the Tenant under said Lease and any extension or renewal thereof, and hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by the Tenant; and the Guarantor hereby covenants and agrees to and with the Landlord that, if default shall at any time be made by the Tenant in the payment of any such fixed minimum rent, percentage rent, common area charge, additional rent, or any other such sums and charges payable by the Tenant under said Lease, or if Tenant should default in the performance and observance of any of the items, covenants, provisions or conditions contained in said Lease, the Guarantor shall and will forthwith pay such rent and other such sums and charges to the Landlord and any areas thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to the Landlord all damages that may arise in consequence of any default by the Tenant under said Lease, including without limitation, all reasonable attorney's fees and disbursements incurred by the Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable against the Guarantor without the necessity for any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor hereby expressly waives; and, the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by the Landlord against the Tenant or any of the rights or remedies reserved to the Landlord pursuant to the provisions of the said Lease.

This Guaranty shall be a continuing Guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant or by reason of any dealings or transactions or matter or thing occurring between the Landlord and the Tenant or whether or not notice thereof is given to the Guarantor.

All of the Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others.

Guarantor warrants and represents that the undersigned has a direct financial interest in the making of said Lease.

This agreement of Guaranty, and all the terms, covenants, conditions, agreements, and provisions hereof, shall be binding upon, and shall inure to the benefit of the respective heirs, executors, personal representatives, successors, and assigns of the Landlord, Tenant and Guarantor, words of any gender used in this Lease shall be construed to include any other gender, words in the singular number shall be construed to include the plural, words in the plural number shall be construed to include the singular, and Tenant and Landlord shall be construed to mean Lessee and Lessor, when the context or sense of this Guaranty requires. Whenever the words Landlord, Tenant, or Guarantor are used herein, they shall be construed to mean, and the terms, covenants, conditions, agreements, and provisions shall be binding upon, not only the named Landlord, Tenant, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of the Landlord, Tenant and Guarantor.

IN WITNESS WHEREOF: I have hereunto set my hand and seal this _____ day of _____, 20__.

Printed Name

Signature

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that _____ whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given unto my hand and official seal this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____.

EXHIBIT "C"

SHOPPING CENTER RULES AND REGULATIONS

The following is a set of Rules and Regulations which the Lessee hereby agrees to follow in the daily operation of the Demised Premises:

- (a) Upon the commencement of the terms of this Lease, Lessee shall proceed with due diligence to open for business and keep the Demised Premises actively open for business continuously during the lease term during Tenant's normal business hours.
- (b) Lessee shall keep the Demised Premises in a careful, safe, clean and proper manner; and not permit any rubbish or refuse of any nature emanating from the Demised Premises to accumulate in the sidewalk area or rear delivery area.
- (c) Lessee covenants and agrees that it will at no time advertise or conduct any "going-out-of-business", removal, fire, bankruptcy, auction or any other distress sale at the Demised Premises nor will Lessee conduct any "discount", "cut rate", "secondhand", "cancellations" or other business other than a "first class" retail business for Permitted Use.
- (d) Lessee shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. Lessee shall not place or cause to be placed any merchandise, signs, vending machines or anything else on sidewalk or exterior of the Premises without prior written consent of Lessor.
- (e) Lessee will load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through the rear service door or doors of the Demised Premises, from 9:00 a.m. until 10:00 p.m. Normal delivery service to customers may be made through the front entrance.
- (f) Lessee will keep all garbage and refuse in the kind of container specified by Lessor and to place the same outside of the Premises, prepared for collection in the manner and at the times and places specified by Lessor and in accordance with municipal regulations. Common dumpsters, as specified by Lessor, shall be used by Lessees in the shopping center, and Lessee agrees to pay its share of charges as determined by Lessor prior to commencement for said common dumpster.
- (g) Lessee shall not solicit business in the common areas or distribute any handbills or other advertising matter in the common area.
- (h) Lessee shall prevent the Demised Premises from being used in any way which will injure the reputation of the same or the shopping Center upon which the demised Premises constitute a part or from being used in any way which may be a nuisance, annoyance, inconvenience or damage to the other tenants or occupants of the Shopping Center at Lessor's discretion, including without limiting the generality of the foregoing, the operation of any instrument or apparatus or equipment or the carrying on of any trade or occupation which emits an odor discernible outside of the Demised Premises or which may be deemed offensive in nature. Lessee shall not permit noise by the playing of any musical instrument or radio or television or the use of a microphone, loud speaker, electrical equipment or other equipment which may be heard outside of the Demised Premises without prior written consent of Lessor.
- (i) Lessee shall store all trash and refuse in appropriate containers within the Demised Premises and attend to the daily disposal thereof in the manner designated by Lessor. Lessee shall not burn any trash or rubbish in or about the Demised Premises or anywhere else within the confines of the Shopping Center.
- (j) Lessee hereby agrees that no employees of Lessee shall use the parking area of the Shopping Center for their personal vehicles, except in an area which may be designated by Lessor for that purpose. Neither Lessor nor Lessee, nor anyone holding under or through either of them shall make any charge for the use of the foregoing facilities to the other or to the customers, invitees, or business guests of Lessor or of Lessee or of anyone else hereinbefore granted the right to use said facilities existing upon the Shopping Center, nor will either Lessor or Lessee permit anyone else to make any such charge for such use.

EXHIBIT "D"

SIGN CRITERIA

GENERAL

The advertising or informative content of all the signs shall be limited to letters designating the store name and/or type only and shall contain no other advertising devices, slogans, symbols, or marks (other than the store name and/or type of store). Insignias and/or trademark designs must be submitted to Lessor for approval and if in the Lessors opinion, it is compatible with the overall design intent of the entire center, Lessor may grant said approval.

The sign criteria written herein is intended to provide for diversified yet creative and attractive signing for the stores in the shopping center, allowing not only effective store identification for all stores, but a good design practice for the entire center.

I. STOREFRONT SIGN

A. The design and location of all signs must be approved in writing by Lessor and shall be subject to Lessor's sole discretion as to design, size, and location. Lessee shall submit sign working drawings to Lessor and signs should not be made and no signs shall be installed until Lessor's written approval has been obtained by Lessee. The working drawings should indicate the following: 1) The type and size of all lettering; 2) The location of the sign in relation to the storefront; 3) Section through the sign to show its construction and method of attachment to the storefront; 4) Colors, finishes, and types of all materials; 5) Wattages and light intensities.

B. The requirements and restrictions for the storefront sign are as follows:

- 1) Sign shall be located only in the area of the storefront designated by the architect and Lessor. Sign must be within the limit of Lessee's storefront and the maximum length of sign shall be 80% of the length of said storefront and centered within said storefront. Only one sign per Lessee is permitted.
- 2) Sign height shall not exceed three (3) feet and shall be centered between the top and bottom of the permitted storefront sign area.
- 3) Sign must consist of individual channel letters, commonly called "trim cap letters", of a style chosen by Lessee (subject to Lessor's approval). Letters must be internally lit using neon illumination. Material for the face shall be translucent plexiglass.
- 4) Sign shall be mounted to raceway which shall contain transformer. Raceway shall not exceed 8" in height, 6" in thickness and shall not exceed length of sign. Color of raceway shall match that of building facade.
- 5) Neon shall be a minimum of 15 mm and no sign shall be unnecessarily bright.
- 6) No exposed neon or fluorescent tubing, incandescent lamps, ballast boxes, electrical transformers, crossovers, or conduit shall be permitted.
- 7) All signs shall be fabricated and installed in compliance with all applicable building and electrical codes, and bear a U.L. label. Sign manufacturer and/or installer shall be solely responsible for design and structural integrity of mounting hardware, method of attachment to building and sign construction. Sign company name, if on sign.

shall be concealed.

- 8) Sign cabinets commonly known as "box signs" shall not be permitted except in the form of individual letters, numbers and approved emblems or symbols.
- 9) No sign or any part of signs shall be permitted on or attached to roof.
- 10) Flashing or moving lights, floodlights, outrigger lights, intermittent lights, lights with varying intensities or any animated signs will not be permitted.
- 11) Temporary, printed or painted signs on the storefront are not allowed.

UNDERCANOPY SIGN

If construction of under canopy area allows for the attachment of signs above the sidewalk, each store shall be allowed (but not required) the option of placing such sign. Sign shall be mounted flush with the bottom of the canopy truss or sidewalk ceiling within the area of each store's leased frontage. The sign shall be no larger than 12" x 30" and mounted horizontally in a method and location approved by Lessor. The sign may be a solid painted sign or internally lit sign. Only store name or type is permitted on sign. Size, design, and color of lettering and of sign, graphics and location are all subject to approval by Lessor. Approval by Lessor shall be granted upon considering the overall attractiveness of the sign in order that all signs have some element of uniformity relative to the other store signs.

OTHER SIGNS

- A. Window signs, whether on the interior or exterior of window glass, and whether painted, printed or illuminated are prohibited unless expressly agreed to by Lessor.
- B. Painted signs on the exterior surface of any wall or window of the Demised Premises is prohibited.
- C. Paper cloth material or cardboard signs, stickers, banners, flags, "A" type, sandwich type, curb signs, sidewalk signs or balloons or other gas filled devices shall not be permitted except upon special express permission by Lessor if in conjunction with temporary event. Lessor reserves right not to approve any sign in this paragraph (IV) C.
- D. Small scale "signature sign" or store hours sign is allowed on one glass entrance door provided such sign does not exceed 3' in height.

Any signage not specifically discussed herein which is contemplated by Lessee must have Lessor's authorization in writing. Installation of any sign without previous approval from Lessor shall be removed by Lessee upon request of Lessor.

Lessee shall immediately remove signage at the expiration of the lease term and shall repair any and all damages caused by the signage and any and all damages caused by such removal at Lessee's expense. The provisions of this section shall survive the expiration or termination of this Lease.

Exhibit "E"

July 6, 2012

MEMO: Montgomery County Lease

TO: Donnie Mims

FROM: Grant Sullivan

Faulkner University has authorized me to propose the following terms and conditions for the 7200 square foot space at 5340 A and B Atlanta Highway Montgomery, AL 36109. (Now occupied by the Probate Offices.)

1. The lease term shall be 5 years with the county having the option to renew said lease for 5 years under the same terms and conditions except that the rent shall be \$ 75,000 per year .
2. The rent shall be \$69,950 per year or \$5,829.16 per month for the first five years.
3. The county will not pay any common area maintenance charges. All common area maintenance charges will be paid by the landlord for this space.
4. The landlord will spend approximately \$75,000.00 - \$80,000.00 on the improvements attached to this memo. These improvements include all labor and material to complete the following:
 - A. New carpet in the areas indicated.
 - B. New tile in the areas indicated.
 - C. New lighting in the areas indicated and moving existing lighting as needed.
 - D. The construction of new offices and fixtures for said offices, per the attached drawing.
 - E. Electrical changes as indicated by the final plans (including 220 in the copy room).
 - F. Architectural, electrical, and mechanical plans required by the building department of the city of Montgomery.
 - G. Fire sprinkler system for the renovation.
 - H. Replacing ceiling tiles as needed.
 - I. HVAC duct work and new duct work for new offices repaired and replaced as needed.
 - J. Demolition of existing space to accommodate new offices.
 - K. New paint throughout entire space.

The county shall be responsible for data/telecommunication. (The landlord shall supply boxes and conduit to the new offices and 3 boxes and conduit in the existing work area.)

5. The lease term shall begin when the existing tenants move out, plus 6-8 weeks for construction. After execution of the new lease, the existing tenants can remain until they move to a new office. The lease payments will remain the same as provided in the current lease until June 30, 2013.

6. The lease will not be signed until ALL parties have approved the final plans and the final lease.

If you have any questions or comments, please contact me at 334-224-1560 or at Grant@SullivanWills.com.

Thank you,

Grant Sullivan

DANNY CLEMENTS BUILDER, INC.

1054 MONTICELLO PARK - MONTGOMERY, AL 36117

VOICE (334) 279-0605 - FAX (334) 244-1522

State General Contractor License #19693

July 2, 2012

Faulkner University
5345 Atlanta Highway
Montgomery, Alabama 36109

RE: RENOVATION OF EXISTING OFFICE SPACE
5340 A & B Atlanta Highway
For Montgomery County Extension Office

Gentlemen:

We have figured this quote to renovate the spaces as per plans attached dated July 2, 2012 and information provided to us in a meeting with Grant Sullivan and Richard Smitherman. Our price includes all labor, materials and equipment required to complete the renovation. Our price is \$75,554.00. Time to complete is 6 weeks.

Our price includes cost for the attached floor plan but no architectural, electrical or mechanical engineering. Our price includes a fire sprinkler plan for the renovation. Data/telecommunication by others (we have the blank boxes and conduits figured in our price).

Thank you for the opportunity to figure this job for you.



DANIEL L. CLEMENTS

"We Built Our Business On Satisfied Customers"

GRANT BUILDING
CELL: (334) 224-1560
OFFICE: (334) 226-3333
HOME: (334) 213-2511
grant@furniturecity.com
www.furniturecity.com

10/17/01

	FLOOR PLAN LAYOUT

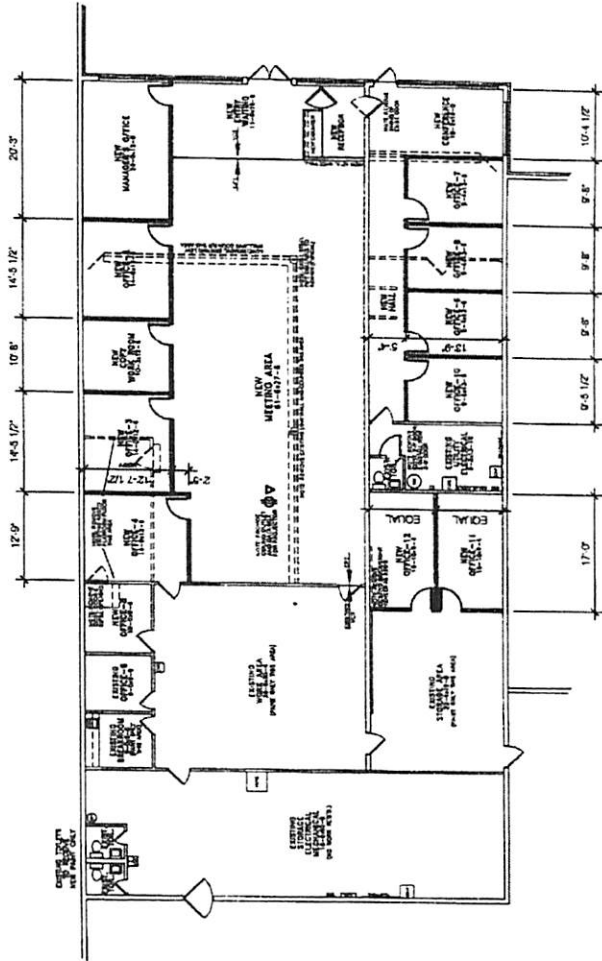
A-1

FLOOR PLAN LEGEND

- | | |
|---|---|
|  | CASTING WALL CONSTRUCTION TO REMAIN |
|  | CASTING A DOOR / FRAME TO REMAIN |
|  | CASTING WALL, WINDOW FEATURE, ETC. TO REMAIN |
|  | CASTING DOOR / FRAME TO BE REMOVED AND RECAST |
|  | CASTING DOOR / FRAME TO BE REMOVED AND RECAST |

GENERAL PLAN NOTES

1. VERIFY ALL DISTRICT CONDUCTORS AND SUPERVISORS
2. PROTECT ALL EXISTING FURNISHES AND FURNITURES
3. REMOVE ALL EXISTING PAINT, COATINGS, AND FINISHES
4. NEW COATINGS TO INCLUDE NEW PAINT, VET AND 2" FURNISHES
5. NEW COATINGS TO INCLUDE NEW PAINT, VET AND 2" FURNISHES
6. NEW COATINGS TO INCLUDE NEW PAINT, VET AND 2" FURNISHES
7. NEW COATINGS TO INCLUDE NEW PAINT, VET AND 2" FURNISHES
8. NEW COATINGS TO INCLUDE NEW PAINT, VET AND 2" FURNISHES
9. NEW COATINGS TO INCLUDE NEW PAINT, VET AND 2" FURNISHES



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

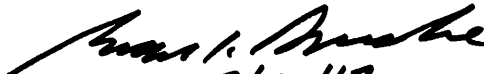
AUG 13 2012

July 30, 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer


7/30/12

SUBJECT: Approval of Agreement for Resurfacing
CR 83 (Wallahatchie Road) from CR85 (Pike Road) to SR110 (Vaughn Road)
Project No. STPOA-7902(601), MCP 51-69-12
CPMS Ref #100058156

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for Project No. STPOA-7902(601), MCP 51-69-12, resurfacing Wallahatchie Road from Pike Road to Vaughn Road.

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

GCS/gcs

Attachment

cc: File



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

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

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



Robert Bentley
Governor

John R. Cooper
Transportation Director

July 27, 2012

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

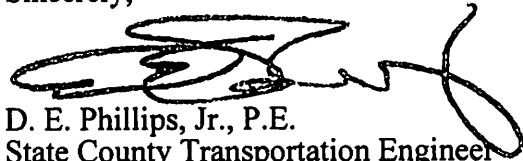
RE: STPOA-7902(601)
MCP 51-69-12
Montgomery County

Dear Chair of County Commission:

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

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

Sincerely,



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

DEP:MBH:at
Attachment

cc: Mr. Ronald L. Baldwin
Mr. George C. Speake
Mr. John Lorentson
File

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

AGREEMENT

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

WITNESSETH

WHEREAS, the State and County desire to cooperate in the resurfacing of CR83 (Wallahatchie Road) from CR85 (Pike Road) to SR110 (Vaughn Road). Length - 4.533 miles. Proj #STPOA-7902(601), MCP 51-69-12. CPMS Ref #100058156.

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

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this Project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected and approved by the State. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County and the contractor will be the permittees of record with ADEM for the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed.
- F. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. The State will not be liable for Federal Aid Funds in any amount. The project will be limited to \$631,406.96 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the State, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:
- | | |
|--|---------------|
| FA STP Funds (Montgomery Area Dedicated) | \$ 631,406.96 |
| County Funds | 157,851.74 |
| TOTAL (Incl. E & I) | \$ 789,258.70 |
- I. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- J. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- K. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

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

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

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

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

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

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

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

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman,
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

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

Acting Chief Engineer
G. M. Harper, P.E.

APPROVED AS TO FORM:

Chief Counsel, Jim Ippolito, Jr.,
Alabama Department of Transportation

Transportation Director
John R. Cooper

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

**GOVERNOR OF ALABAMA
ROBERT BENTLEY**

RESOLUTION NUMBER _____

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

**Resurfacing of CR83 (Wallahatchie Road) from CR85 (Pike Road) to SR110 (Vaughn Road).
Length - 4.533 miles. Proj #STPOA-7902(601), MCP 51-69-12. CPMS Ref #100058156;**

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

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

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

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

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

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

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

_____ day of _____, 20 _____.

County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

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

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

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

TERMINATION DUE TO INSUFFICIENT FUNDS:

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

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

ADR CLAUSE:

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

AMENDED ALABAMA IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.



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

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

Agenda

AUG 13 2012



Justin Aday
DIRECTOR OF ELECTIONS

July 12, 2012

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Justin Aday
Director of Elections

SUBJECT: Memorandum of Understanding – 2012 Pike Road Election

Please find attached a Memorandum of Understanding between Montgomery County and the Town of Pike Road for the Montgomery Election Center to provide administrative assistance to Pike Road during its Municipal Election, which will be held on August 28, 2012.

I am requesting Commission approval of the Memorandum of Understanding, and that Chairman Dean execute it on behalf of the Montgomery County Commission. The Pike Road Town Council approved the Memorandum of Understanding at its meeting on Wednesday, June 27, 2012. I will coordinate obtaining the other signatures and forward a fully executed copy to your attention once I receive it.

cc: Reese McKinney, Jr., Judge of Probate

2012 JUL 16 AM 8:48

RECEIVED
JUL 16 2012

**MEMORANDUM OF UNDERSTANDING
CONDUCT OF REGULAR MUNICIPAL ELECTION – AUGUST 28, 2012
TOWN OF PIKE ROAD, ALABAMA**

The Town of Pike Road, Alabama and Montgomery County, Alabama enter into this Memorandum of Understanding and agree to the following terms with respect to the conduct and administration of the Town's Municipal Election, to be held on Tuesday, August 28, 2012.

1. **Coordination of Official Actions** – The Town of Pike Road, by and through its government officers shall coordinate any official actions with respect to the conduct of the Municipal Election. This includes, but is not limited to, passage of Resolutions, posting of notices, and publication of notices as required by law.
2. **Qualifying of Candidates for Office** – The Town Clerk shall coordinate the qualifying of candidates to run for office in the Municipal Election. Any qualifications for office shall be determined by state law and affirmed by the governing body of the Town of Pike Road. Montgomery County nor any department thereof shall be responsible for advising on the qualifications or eligibility of any candidate or prospective candidate in the Municipal Election. Any dispute of eligibility of candidacy must be directed to the Town Clerk and adjudicated in a manner determined by the governing body of the Town.
3. **Coordination of Ballot Printing** – Once qualifying has closed, the Town Clerk shall certify a list of qualified candidates to the Director of Elections. This listing shall include the full name of the candidate as he or she wishes for it to appear on the Official Ballot and the office for which he or she has qualified. The certification of the Town Clerk shall also include the quantity of absentee ballots and precinct ballots that the Town wishes to have printed. Upon receipt of this certification, the Director of Elections shall coordinate with the County's election support vendor and obtain a proof of the Official Ballot and a quote for the cost of printing and delivery of the ballots, based on the quantities supplied by the Town Clerk. The Director of Elections shall coordinate with the Town Clerk on review and editing of the ballot proof. Once the ballot proof has been reviewed and edited, the Town Clerk shall certify to the Director of Elections that printing of the ballots may proceed. Printed ballots and other absentee and precinct supplies will be shipped to the Montgomery Election Center and the Director of Elections will coordinate delivery of the items to the Town Clerk. *The election support vendor will invoice the Town of Pike Road directly for the cost of ballot printing and shipping and the Town of Pike Road will pay the vendor directly.*
4. **Coordination of Election Equipment** – Based on the certification of qualified candidates from the Town Clerk, the Director of Elections shall coordinate with the County's election support vendor to obtain programming files for the Municipal Election. The election equipment programming files will be transferred from the vendor to the Montgomery Election Center. The Montgomery Election Center will program election equipment, including three (3) ballot tabulators and two (2) AutoMARK Voter Assist Terminals. *The election support vendor will invoice the Town of Pike Road directly for the cost of providing the election equipment programming files and the Town of Pike Road will pay the vendor directly for these costs. The Montgomery Election Center will program, test for accuracy and logic, deliver, setup, and takedown the equipment for the amounts provided in Appendix A of this Memorandum of Understanding.*

5. **Absentee Voting** – The Town Clerk shall serve as the Absentee Election Manager and absentee voting activities shall be conducted from Town Hall. An accurate listing of all persons who have requested an absentee ballot shall be maintained by the Town Clerk and the names of those persons shall be denoted as having applied for an absentee ballot on the official list of registered voters. Voted absentee ballots shall be secured at all times by the Town Clerk and tabulated on Election Day by polling officials that have been selected, trained, and appointed for the purpose of tabulating the ballots cast in the absentee voting precinct.
6. **Recruitment and Training of Polling Officials** – The Montgomery Election Center will coordinate the recruitment and training of polling officials for the Pike Road Municipal Election. If possible, the polling officials for this election will be selected from the current complement of polling officials in Montgomery County, which reside in the Town of Pike Road. If the Montgomery Election Center is unable to recruit enough polling officials from the County roster to adequately staff the election, then the Town Clerk will be consulted to provide additional names of potential polling officials. The Montgomery Election Center will provide training to the selected polling officials, consistent with the training administered to Montgomery County polling officials. Each polling official must affirm his or her presence at the training session, which will be held at Pike Road Town Hall on a date to be determined by the Director of Elections and Town Clerk. The Election Day polling officials shall be appointed by the governing body of the Town. *The rate of payment for polling officials shall be determined by the governing body of the Town and the Town Clerk shall coordinate payment of each polling official.*
7. **List of Registered Voters** – The Montgomery County Board of Registrars shall certify a current, accurate list of voters registered and eligible to vote in the Town of Pike Road to the Town Clerk and Judge of Probate. The Town Clerk shall certify a list of those registered voters who have applied for an absentee ballot to the Judge of Probate for designation on the printed list of registered voters. The Judge of Probate, through the Director of Elections, shall have printed two copies of the list of registered voters, divided alphabetically, and bound for use on Election Day. *The cost of preparing the list of registered voters shall be determined by multiplying the number of registered voters (active and inactive) certified by the Board of Registrars by five cents. This cost shall be paid by the Town of Pike Road to Montgomery County in accordance with this Memorandum of Understanding. The Town of Pike Road shall also be responsible for any costs associated with the printing, processing, and postage of mailing notification of the election to the registered and eligible voters within the Town.*
8. **Election Day Support** – The Director of Elections and Montgomery Election Center staff shall provide Election Day support to the Town Clerk, if there is a malfunction of any voting equipment. For issues other than malfunctions of voting equipment, the Town Clerk may consult with the Director of Elections on Election Day, but Montgomery County staff will not enter the polling place or interfere with the voting activities. In accordance with State Law, no individuals other than voters, polling officials, voting assistants, and law enforcement shall be present in a polling place during the voting period. The Montgomery Election Center will not be responsible for policing the polling place and any unauthorized persons in the polling place, which may present grounds for an election contest, shall be the responsibility of the Town of Pike Road.

9. **Post Election Procedures** – The appointed precinct polling officials shall close the polling place and generate the election results from the ballot tabulation machines. Once the results have been obtained from each ballot tabulation machine, the polling officials shall post the results for public inspection. After the results are posted for public inspection, the Director of Elections will obtain the ballot tabulator data packs for processing in the Montgomery County central tabulation equipment. The Director of Elections shall generate unofficial election results by contest and candidate and transmit them to the Town Clerk. At noon on the seventh day following the election, the Town Council shall convene to tabulate any provisional ballots that were cast on Election Day and determined by the Board of Registrars to be eligible for counting. After any provisional ballots have been tabulated and their results integrated into the unofficial results from Election Day, the Town Council shall canvass and certify the official election results. The Director of Elections shall append the election results report in the Montgomery County central tabulation equipment to reflect the official results certified by the Town Council. This data shall be stored in the Montgomery County election results database for future reference and public inspection. Montgomery County will not be responsible for handling voter complaints or election challenges and contests. The investiture of those persons elected shall be handled in accordance with State Law by the Town of Pike Road.
10. **Contact Information** – The following individuals shall serve as the contacts of the Town of Pike Road and Montgomery County for any issue related to the terms of this Memorandum of Understanding.

Town of Pike Road
Charlene Rabren
Town Clerk
9575 Vaughn Road
Pike Road, AL 36064
334-272-9883

Montgomery County
Justin Aday
Director of Elections
125 Washington Avenue
Montgomery, AL 36104
334-832-7169

Executed this _____ day of _____, 2012.

FOR THE TOWN OF PIKE ROAD

FOR MONTGOMERY COUNTY

GORDON STONE, MAYOR

ELTON DEAN, COMMISSION CHAIRMAN

CHARLENE RABREN, TOWN CLERK

REESE McKINNEY, JUDGE OF PROBATE

APPENDIX A – ESTIMATED COSTS

COST CATEGORY	COST	PAYMENT TERMS
Rental Charge for Ballot Tabulators (including logic and accuracy testing, delivery, setup, and troubleshooting)	3 tabulators @ \$300 per tabulator <u>\$900.00</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Rental Charge for AutoMARK Voter Assist Terminal (including logic and accuracy testing, delivery, setup, and troubleshooting)	2 AutoMARK units @ \$300 per AutoMARK <u>\$600.00</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Printing, Processing, and Binding of List of Registered Voters	\$0.05 per registered voter (active and inactive) on the Election Day list of registered voters certified by the Board of Registrars. <u>Total TBD</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Ballot Layout and Printing / Voting Equipment Programming Services (VENDOR SERVICES)	A total cost estimate will be provided by the vendor (ES&S) prior to any services being performed. <u>Total TBD</u>	Any costs associated with this line item will be paid by the Town of Pike Road directly to the County's election vendor, Election Systems & Software (ES&S)
Polling Officials	The Director of Elections will make a recommendation to the Town Clerk as to the number of polling officials needed to adequately administer the election. The Town Council will be responsible for approving the rate of pay for each polling official and the total cost of this line item may be determined at that point. <u>Total TBD</u>	Any costs associated with this line item will be paid by the Town of Pike Road directly to those persons that fulfill their obligation as a polling official.

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

AUG 13 2012

August 9, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Renewal of External Collection Services Agreement

Attached is a memo from Sales & Tax Revenue Manager, Terri A. Henderson, requests to extend the External Collection Services Agreement between the Montgomery County Commission and Don H. Payne set to expire on August 13, 2012. We have established a good service relationship from this contract and wish to continue this agreement.

This issue was discussed during the Working Session that the agreement with Don H. Payne be extended. He is assigned to the collection of delinquent taxes. He gives the County a 5 to 1 return and works on an hourly rate. After discussion, I was asked to place the request on the August 14, 2012 agenda.

JAM/tm

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: July 13, 2012

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson *Terri A. Henderson*
Revenue Manager *7/13/12*

RE: **Renewal of External Collection Services Agreement**

Please note the term our current External Collection Services Agreement between the Montgomery County Commission and Don H. Payne is set to expire on August 13, 2012. The proposed renewal Agreement effective for a new eighteen (18) month term commencing on August 14, 2012 is attached for your review. Please note that the only change for this proposed renewal Agreement versus the agreement currently in effect will be the new effective date applicable for the renewal agreement. A copy of the current agreement that has been in effect since February 14, 2011 is also attached for your reference as needed.

As the expiration date for the current agreement is quickly approaching, I would respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on July 23, 2012, or as soon as possible thereafter.

Thank you in advance for your consideration and assistance with this matter.

tah/attachments

STATE OF ALABAMA}

AGREEMENT

THIS AGREEMENT made this 14th day of August 2012
between The MONTGOMERY COUNTY COMMISSION ("COUNTY") AND DON H. PAYNE
(MR. PAYNE or the external collector).

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services, specifically collection services for delinquent tax accounts; and

WHEREAS, The COUNTY and MR. PAYNE desire to enter into Agreement under which MR. PAYNE shall provide such tax collection services for delinquent accounts for the COUNTY;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, The COUNTY and MR. PAYNE hereby agree as follows.

1. Services/Scope.

During the term of this Agreement, MR. PAYNE agrees to perform the following tax collection services for the COUNTY:

MR. PAYNE will provide tax collection services for a designated portion of businesses within the Montgomery County Tax & Audit Department universe of non-property taxpayers as assigned or approved by the Tax & Audit Department. Taxes included in that universe include Sales, Use, Lodgings, Gasoline, and Fuel taxes. Collection services will be performed on those taxpayer accounts identified and assigned to the external collector. Montgomery County will provide letters of authorization and introduction of MR. PAYNE as a representative of the COUNTY. Collection of delinquent taxes shall only be initiated with the assignment of delinquent accounts from the Tax & Audit Department.

All taxpayer information is confidential and may not be used outside the scope and performance of this AGREEMENT. Applicable tax documents or information may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

Conditions of Work.

It is understood that the external collector may employ an appropriate range of means, methods, and conditions of work so long as such remain consistent with established and acceptable business practices for professional **collectors**.

2. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay \$25 per hour for the services of collection of delinquent taxes.

(b) It is understood that the external collector shall pay all local travel and other expenses incurred in the performance of these collection. If any overnight travel outside the State is required, MR. PAYNE may request payment for applicable travel costs. All revenue generated by collection activities shall be received in the form of a check made payable to the *Montgomery County Commission* and shall be forwarded, along with applicable paperwork, as soon as possible. MR. PAYNE shall submit invoices with applicable supporting documents to the Tax & Audit Department. Payment shall be due within thirty (30) days of receipt of such invoice.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue in effect for eighteen (18) months or until canceled by either party upon thirty (30) days prior written notice of cancellation.

4. Assignment. MR. PAYNE may not assign the rights or obligations under this agreement without the prior written consent of the COUNTY. Further, use of any other collector or individual other than MR. PAYNE must have prior approval from the Tax & Audit Department.

5. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

6. Initial Dispute Resolution

If a dispute arises of or relates to the contract between MR. PAYNE and the Montgomery County Commission, 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 and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation with thirty (30) days of the filing of the request. 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.

7. Final Dispute Resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the parties to the AGREEMENT.

8. Entire Agreement. This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

DON H. PAYNE

By: _____

By: _____

Elton N. Dean, Sr.

Don H. Payne

Title: Chairman

Date: _____

Date: _____

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

AUG 13 2012

August 13, 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-2012-84: Montgomery County Recreation Department, for Girl Scouts of Southern Alabama, Inc., for Troop 9041 Partnering with the Montgomery US Postal Service in the Unveiling of the "Celebrate Scouting" Stamp - \$500; (Ingram)
- C-2012-85: Family Sunshine Center, for Family Services Program - \$1,000; (Wilson)
- C-2012-86: Rebuilding Together Central Alabama, for Rehabilitating the Houses of Low-Income Homeowners, Particularly the Elderly and Disabled - \$1,000; (Wilson)
- C-2012-87: Montgomery County Historical Society / Montgomery Museum of History, for Educational Services and Equipment to Teach Citizens and Students About Montgomery County's History - \$1,500; (Ingram-\$500, Polizos-\$500 and Wilson-\$500)
- NC-2012-103: City of Montgomery, to be used by BONDS to Support Young Place Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Wilson)

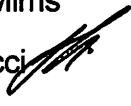
MEMORANDUM
Montgomery County Commission
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- NC-2012-104: City of Montgomery, to be used by BONDS to Support Merry Lakes Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Ingram)
- NC-2012-105: Montgomery County Sheriff's Fund, for "National Night Out" Event - \$300; (Ingram)
- NC-2012-106: BOE, Goodwyn Junior High School, for Principal's Discretionary Fund - \$2,000; (Polizos)
- NC-2012-107: BOE, Forest Avenue Academic Magnet School, for Principal's Discretionary Fund - \$850; (Wilson)

DLM/tll

AUG 13 2012

Memo

To: Donnie Mims**From:** Lou Ialacci **CC:** Pat Silas**Date:** July 13, 2012**Re:** Verizon Equipment and Services Schedule

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

Verizon continues to be the best wireless provider by far in Montgomery County and has competitive pricing. The purchase order amount for the coming year has increased a small amount to cover equipment purchases, like chargers, adapters, carrying cases, and any special equipment. The equipment is not ordered without department head approval. This has not been a requirement in the past. The Sheriff's Office, DA, and the Youth Facility continue to have critical needs for the wireless devices to assist in daily law enforcement. Their portion accounts for over 75% of the costs of the contract. This is for the service on air cards, Blackberry, and smart devices.

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

I am requesting this be placed on the work session agenda July 23, 2012 to be reviewed with the Commissioners. The attached new one year purchase commitment has the identical terms and conditions that were approved last year. Thank you



Montgomery County Commission

GSA-Federal Supply Schedule Purchase Order

Date:	July 13, 2012
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	678-339-7752
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: Elton N. Dean, Sr. _____ Printed or typed title: Chairman _____
Contact Information:	Email address: rosepyron@mc-ala.org Phone number: 334-832-1306 FAX number: 334-832-1695
Billing Information:	Montgomery County Commission ATTN: Rose Pyron PO Box 1667 Montgomery, AL 36102-1667 _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 360 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): Various Equipment: Various
Term:	August 13, 2012 for 12 months through 2013 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 360 Lines (Estimated) \$20,000.00 Equipment charge(s) on 360 Lines (Estimates) \$20,000.00 Total Access and Equipment Fees on 360 lines (Estimate) \$260,000.00 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items. Various
Miscellaneous:	Specify Phones, Delivery, Etc.: Spoc: Lou Ialacci, louialacci@mc-ala.org , 334-832-1305 and Rose Pyron, rosepyron@mc-ala.org , 334-832-1306
Customer Acceptance:	Signature: _____ Date: _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 13 2012

Request # 8

Date: July 24, 2012
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: August 22, 2012 Return Date: August 22, 2012
Conference Leave (Days / Hours): 4 hours
Purpose of Travel: Attend Balch & Bingham 2012 CPA & Financial Planner Seminar
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 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: Finance Department Fund Name: General Fund

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 08/13/12 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>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$2,041.00</u>	
Budget Available:	<u>\$959.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$959.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/24/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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AUG 13 2012

Request # 47

Date: July 20, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Gulfport, MS
Departure Date: August 27, 2012 Return Date: August 31, 2012
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Cold Case Seminar

Traveler (s) Name: 1. Corporal Fred Johnson 4. _____
2. Corporal Rodney Lucio 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,350.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff D. T. Marshall

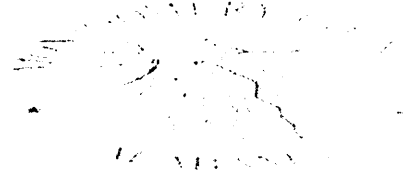
From: Donald L. Mims, Administrator

The above request is app. 08/13/12 reimbursement of actual and necessary expenses in the
approximate amount of \$1,350.00 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>\$17,388.47</u>	
Budget Available:	<u>\$7,611.53</u>	
Current Requests:	<u>\$1,350.00</u>	
Budget Balance:	<u>\$6,261.53</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/24/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

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AUG 13 2012

Request # 49

Date: August 8, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS
Departure Date: September 24, 2012 Return Date: September 26, 2012
Conference Leave (Days / Hours): 3 days
Purpose of Travel: OSHA Recertification

Traveler (s) Name: 1. Corporal Wesley Richerson 4. _____
2. Deputy Sheena Tarver 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff D. T. Marshall

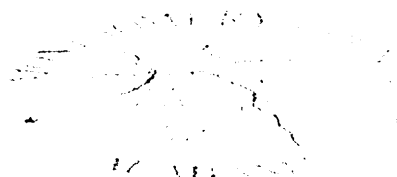
From: Donald L. Mims, Administrator

The above request is app. 08/13/12 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 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>\$18,572.98</u>	
Budget Available:	<u>\$6,427.02</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$6,327.02</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/8/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

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

[Handwritten signature]

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: August 21, 2012 Return Date: August 24, 2012
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To attend 2012 ACCA Annual Convention

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: \$880.16 Advance Registration Required: _____

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$ 185.00; Meals - \$300.00; Hotel - \$395.16

To: Scott Kramer
From: Donald L. Mims, Administrator

The above request is app. 08/13/12 reimbursement of actual and necessary expenses in the
approximate amount of \$880.16 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>\$6,498.52</u>	
Budget Available:	<u>\$8,501.48</u>	
Current Requests:	<u>\$956.16</u>	
Budget Balance:	<u>\$7,545.32</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 8/10/2012
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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AUG 13 2012

Request # 9

Date: August 8, 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: October 19, 2012 Return Date: October 19, 2012
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend AL Society of Professional Land Surveyors Forty-Sixth Surveying and Mapping Conference

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: \$155.00 Advance Registration Required: \$155.00

Department Name: Engineering Department 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. 08/13/12 reimbursement of actual and necessary expenses in the
approximate amount of \$155.00 and advance registration of \$155.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$3,475.00</u>	
Budget Available:	<u>\$1,525.00</u>	
Current Requests:	<u>\$155.00</u>	
Budget Balance:	<u>\$1,370.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/8/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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AUG 13 2012

Request # 10

Date: August 10, 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: October 17, 2012 Return Date: October 19, 2012

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Attend AL Society of Professional Land Surveyors Forty-Sixth Surveying
and Mapping Conference

Traveler (s) Name: 1. Michael M. Harmon 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$335.00 Advance Registration Required: \$155.00

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

Additional Comments: _____
All Cost from the 2013 Budget.

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 08/13/12 reimbursement of actual and necessary expenses in the
approximate amount of \$335.00 and advance registration of \$155.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$3,475.00</u>	
Budget Available:	<u>\$1,525.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$1,525.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/10/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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AUG 13 2012

Request # 10

Date: August 8, 2012
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: St. Petersburg, FL
Departure Date: October 28, 2012 Return Date: October 31, 2012
Conference Leave (Days / Hours): 4 days
Purpose of Travel: IACP Workshop

Traveler (s) Name: 1. Kaila Matney 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,375.00 Advance Registration Required: \$500.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee - \$500.00; Lodging - \$480.00; Mileage - \$150.00; Food - \$225;
Tips - \$20.00

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 08/13/12 reimbursement of actual and necessary expenses in the
approximate amount of \$1,375.00 and advance registration of \$500.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$10,680.43</u>	
Budget Available:	<u>\$4,319.57</u>	
Current Requests:	<u>\$1,375.00</u>	
Budget Balance:	<u>\$2,944.57</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/8/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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AUG 13 2012

Request # 11

Date: August 8, 2012
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 27, 2012 Return Date: September 27, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: AUM 2012 Fall Career Event

Traveler (s) Name: 1. Karen Cason 4. _____
2. Shenita Mitchell 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee - \$150.00

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 08/13/12 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$10,680.43</u>	
Budget Available:	<u>\$4,319.57</u>	
Current Requests:	<u>\$1,525.00</u>	
Budget Balance:	<u>\$2,794.57</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/8/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

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AUG 13 2012

Request # 41

Date: July 30, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Greenville, AL
Departure Date: August 10, 2012 Return Date: August 10, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Speak at Domestic Violence & Drug Testing Seminar

Traveler (s) Name: 1. Jon Moody 4. _____
2. Steve Searcy 5. _____
3. Samantha Stephenson 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: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 08/13/12 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: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$34,882.12

Budget Available: \$10,117.88

Current Requests: \$0.00

Budget Balance: \$10,117.88

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 7/31/2012

cc: Finance Director / Buyer

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