

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MARCH 11, 2013

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:

Mayor Todd Strange and Deputy Mayor Jeff Downes
Probate Judge Steven L. Reed
Juvenile Court Administrator Bruce R. Howell
Executive Director Steve M. Searcy with One Place Family Justice Center
Executive Director Greg Clark with Central Alabama Regional Planning and
Development Commission

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Polizos

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Support for a Bill that would Propose an Amendment to Amendment No. 852 to the Constitution of Alabama of 1901, now Appearing as Section 6.70, Local Amendments, Montgomery County, Official Recompilation of the Constitution of Alabama of 1901, as Amended, to Allow the County Commissioners of Montgomery County to Participate in the Employees' Retirement System and to Provide for a Retroactive Effect, County Commission
2. Consider Board Member Reappointment to the Pike Road Volunteer Fire Protection Authority, County Commission
3. Consider Board Member Reappointment to the Pilgrim-Providence Water and Fire Protection Authority, County Commission
4. Consider Board Member Reappointment to the Pine Level Water Authority, County Commission
5. Consider Board Member Reappointment to the Pintlala Water and Fire Protection Authority, County Commission
6. Consider Board Member Reappointment to Sellers Station Water and Fire Protection Authority, County Commission
7. Consider Amendment 1 to Contractual Agreement with Intergraph Services Company (ISC) for the Planimetric Map features that go along with the Aerial Photography regarding Clarification of the Scope of Work and to Provide Delivery Dates for Completed Work, Appraisal Department
8. Consider Delegation of Authority and Addendum Number 1 to Contract with Central Alabama Regional Planning and Development Commission for the Housing Rehabilitation Improvements for Eastwood Villa, CDBG Project Number CY-CM-RR-12-005, County Commission
9. Consider County Levies for Alcoholic Licensing for 2013-2014, County Commission
10. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
11. Consider Bid Award Regarding Transmission Service, Bid Number 52110-13B-003, County Commission

12. Consider Bid Award and Related Contracts Regarding Maintenance for Computer Storage Hardware and Software, Bid Number 51965-13B-001, Information Systems
13. Consider Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 200, Detention Facility
14. Consider Position Fill Requests for Deputy Sheriff Corporal, Position Number 165 and Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined, Sheriff's Office
15. Consider Position Fill Requests for Two (2) Service Maintenance Worker I, Support Services (Housekeeping)
16. Consider Position Fill Request for Juvenile Detention Officer I, Position Number 900300018, Youth Facility
17. Consider Travel/Training Requests (15)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MARCH 11, 2013

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

MARCH 18, 2013

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

APRIL 1, 2013

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

APRIL 15, 2013

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

MAY 6, 2013

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

MAY 20, 2013

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 Employee Benefits Assistant – Finance Department
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 Community Corrections Officer – Community Corrections
Fill action continues for 1 Revenue Auditor – Tax & Audit Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Worthless Check Unit
Fill action continues for 2 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Case Manager II – District Attorney's Child Support Unit
Fill action continues for 1 Deputy D. A. Level 1 – District Attorney's Child Support Unit
Fill action continues for 13 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 2 County Road Equipment Operator III's – Engineering Department
Fill action continues for 2 Road Maintenance Supervisor – Engineering Department
Fill action continues for 1 Bridge Maintenance Superintendent – Engineering Department
Fill action continues for 1 Traffic Control Technician – Engineering Department
Fill action continues for 3 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk Typist II – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 5 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Clerk Typist II – Youth Facility
Fill action continues for 1 Building Maintenance Superintendent – Youth Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Supervisor – Youth Facility

March 11, 2013

03-11-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-22-13

Check Number	To	Check Number
233253		233298
Total Checks Paid		\$1,104,062.51

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

Agenda

MAR 11 2013

03-11-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-22-13

Check Number	To	Check Number
233299		233388
Total Checks Paid		\$267,599.41

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

Agenda

MAR 11 2013

03-11-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 03-01-13

Check Number	To	Check Number
233389		233455
Total Checks Paid		\$107,179.40

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

03-11-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 03-01-13

Check Number	To	Check Number
233456		233549
Total Checks Paid		\$457,695.81

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
02/22/13

Payroll Check Number	115272	To	Payroll Check Number	115481	\$ 81,038.42
Direct Deposits					\$ 754,989.01
Payroll Check Number	115482	To	Payroll Check Number	115505	\$ 244,744.85
Direct Deposits					\$ 320,387.12
Federal Deposits					\$ 306,515.54
Total Payroll Paid					\$ 1,707,674.94

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
03/08/13**

Payroll Check Number	115506	To	Payroll Check Number	115617	\$ 82,930.81
Direct Deposits					\$ 777,024.57
Payroll Check Number	115618	To	Payroll Check Number	115641	\$ 246,691.27
Direct Deposits					\$ 319,426.62
Federal Deposits					\$ 317,002.18
Total Payroll Paid					\$ 1,743,075.45

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

MAR 11 2013

1 147165-2 : n : 02/05/2013 : LLR / tan LRS2013-81R1
2
3
4
5
6
7

8 SYNOPSIS: This bill would propose an amendment to
9 Amendment No. 852 to the Constitution of Alabama of
10 1901, now appearing as Section 6.70, Local
11 Amendments, Montgomery County, Official
12 ReCompilation of the Constitution of Alabama of
13 1901, as amended, to allow the County Commissioners
14 of Montgomery County to participate in the
15 Employees' Retirement System and to provide for a
16 retroactive effect.

17 A BILL
18

19 TO BE ENTITLED
20

21 AN ACT

22 Proposing an amendment to Amendment No. 852 to the
23 Constitution of Alabama of 1901, now appearing as Section
24 6.70, Local Amendments, Montgomery County, Official
25 ReCompilation of the Constitution of Alabama of 1901, as
26 amended, to allow the County Commissioners of Montgomery

1 County to participate in the Employees' Retirement System and
2 to provide for a retroactive effect.

3 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

4 Section 1. The following amendment to Amendment No.
5 852 to the Constitution of Alabama of 1901, now appearing as
6 Section 6.70, Local Amendments, Montgomery County, Official
7 Recompilation of the Constitution of Alabama of 1901, as
8 amended, is proposed and shall become valid as a part of the
9 Constitution when all requirements of this act are fulfilled:

10 PROPOSED AMENDMENT

11 Amendment No. 852 of the Constitution of Alabama of
12 1901, now appearing as Section 6.70, Local Amendments,
13 Montgomery County, Official Recompilation of the Constitution
14 of Alabama of 1901, as amended, is amended to read as follows:

15 "Amendment No. 852.

16 "No elected or appointed Revenue Commissioner in
17 Montgomery County may assume a supernumerary office after the
18 effective date of this amendment. Any person who, on the
19 effective date of this amendment, is entitled to participate
20 in a supernumerary program may continue to participate in that
21 supernumerary program, which shall include the assumption of a
22 supernumerary office according to the terms and conditions of
23 the law which established that supernumerary program. The
24 members of the Montgomery County Commission and the Revenue
25 Commissioner of Montgomery County may participate in the
26 Employees' Retirement System of Alabama upon the same terms
27 and conditions as may be specified by law for any other

1 employee in the same retirement system. The members of the
2 Montgomery County Commission and the Montgomery County Revenue
3 Commissioner holding office at the time of the ratification of
4 this amendment shall be eligible to purchase service credit in
5 the Employees' Retirement System for the time the official has
6 served in the current office; provided, however, the official
7 shall forego the assumption of a supernumerary office. This
8 amendment does not include ~~a county commissioner~~, a judge,
9 district attorney, legislator, school board member, or any
10 official elected from a judicial circuit."

11 Section 2. An election upon the proposed amendment
12 shall be held in accordance with Amendment 555 to the
13 Constitution of Alabama of 1901, now appearing as Section
14 284.01 of the Official ReCompilation of the Constitution of
15 Alabama of 1901, as amended, and the election laws of this
16 state.

17 Section 3. The appropriate election official shall
18 assign a ballot number for the proposed constitutional
19 amendment on the election ballot and shall set forth the
20 following description of the substance or subject matter of
21 the proposed constitutional amendment:

22 "Relating to Montgomery County, proposing an
23 amendment to Amendment No. 852 to the Constitution of Alabama
24 of 1901, now appearing as Section 6.70, Local Amendments,
25 Montgomery County, Official ReCompilation of the Constitution
26 of Alabama of 1901, as amended, to allow the members of the

1 Montgomery County Commission to participate in the Employees'
2 Retirement System.

3 "Proposed by Act _____."

4 This description shall be followed by the following
5 language:

6 "Yes () No ()."

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, 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

MAR 11 2013

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Pike Road Volunteer Fire Protection Authority Board Member Reappointment

On March 1, 2013, the term of Mr. Ty Glassford will expire as a board member of the Pike Road Volunteer Fire Protection Authority. Mr. Glassford has expressed his desire to be reappointed to this Authority.

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

DLM/tn

Pike Road Volunteer
Fire Protection Authority

Members:

Term Expires:

Jack Jackson
53 Avenue of the Waters
P.O. Box 640307
Pike Road, AL 36064
Home: 239-7716 Cell: 300-1690
Fax: 239-7718
Ljack9@knology.net

3/1/2017



Ty L. Glassford
1012 Merrywood Drive
Pike Road, AL 36064
Home: 277-6334 Work: 271-4000

3/1/2013

Jane James
1864 Flowers Road
Mathews, AL 36052-3003
Home: 272-1734

3/1/2015

Cc: Attorney Philip H. Butler (261-4211)
Bradley Arant Firm
Montgomery, AL

Attorney Ted Jackson (206-3100)
Rushton, Stakely Firm
Montgomery, AL

Pike Road Volunteer Fire Protection Authority
P.O. Box 640099
Pike Road, AL 36064

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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P.O. BOX 1667
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ESTABLISHED 1816

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Agenda
MAR 11 2013

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Pilgrim-Providence Water and Fire Protection Authority Board Member
Reappointment

On March 1, 2013, the term of Mr. David Livingston will expire as a board member of the Pilgrim-Providence Water and Fire Protection Authority. We have contacted Mr. Livingston and he would like to be reappointed to this Board.

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

DLM/tn

Pilgrim-Providence Water
And Fire Protection Authority

Members:

Term Expires:



David Livingston
13715 Old Pike Road
Mathews, AL 36052

(Place 1)

3/1/2013

Richard H. Phelps
2828 Greenwood Drive
Mathews, AL 36052

(Place 2)

3/1/2015

Ellen Keel
19996 Old Pike Road
Fitzpatrick, AL 36029
Home: (334) 584-9267

(Place 3)

3/1/2017

Copy of Appt. letters to:

John F. Andrews
Capell, Howard, Knabe & Cobbs P.A.
P.O. Box 2069
Montgomery, AL 36197

Ronald D. Wyatt, Area Director
United State Department of Agriculture
205 West Adams Street
Dothan, Alabama 36303

Pilgrim-Providence Water and Fire Protection Authority
P.O. Box 143
Ramer, AL 36069

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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Agenda

MAR 11 2013

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Pine Level Water Authority Board Member Reappointment

On March 1, 2013, the term of Mr. Charles Parker will expire as a board member of the Pine Level Water Authority. We have contacted Mr. Tommy Sikes, President of the Board, and he recommended the reappointment of Mr. Parker to this Board.

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

DLM/tn

Pine Level Water Authority

Members:

Term Expires:

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

3/1/2015

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

3/1/2017

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

3/1/2013

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

3/1/2014

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

3/1/2018

cc: Chairman Sikes

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

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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Agenda

MAR 11 2013

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Pintlala Water and Fire Protection Authority Board Member Reappointment

On March 1, 2013, the term of Mr. Cecil G. Brendle will expire as a board member of the Pintlala Water and Fire Protection Authority. Mr. Brendle, Chairman of the Authority has expressed his desire to be reappointed to the Board.

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

DLM/tn

Pintlala Water & Fire Protection Authority

Members:

Term Expires:

L. E. Ward
2710 Pettus Road
Hope Hull, AL 36043

3/1/2017



Cecil Brendle
308 Pettus Road
Hope Hull, AL 36043
Phone: 281-4282

3/1/2013

Wayne G. Hatcher
195 Lamar Road
Hope Hull, AL 36043
Phone: 281-4180

3/1/2015

Cc: Chairman (Brendle)
Maintenance: Fran Pugh, 288-5054)

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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www.montco.org

Agenda

MAR 11 2013

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Sellers Station Water and Fire Protection Authority Board Member
Reappointment

On March 1, 2013, the term of Mr. Robert Guy will expire as a board member of the Sellers Station Water and Fire Protection Authority. Mr. Guy, Chairman of the Authority, has expressed his desire to be reappointed to the Board.

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

DLM/tn

Sellers Station Water and Fire Protection Authority

Members:

Term Expires:



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

3/1/2013

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

3/1/2017

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

3/1/2015

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

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
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Agenda

MAR 11 2013

February 27, 2013

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment Number 1 to Contract with Intergraph Services Company (ISC)

Attached is a memorandum from Chief Appraiser Clay Henley and Amendment 1 to Contractual Agreement with Intergraph Services Company (ISC) for the planimetric map features that go along with the aerial photography regarding clarification of the scope of work and to provide delivery dates for completed work.

Please review the attached documents and issue your opinion by 5:00 p.m., Tuesday, March 5, 2013, as to whether the Amendment is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachments

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



February 19, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Amendment 1 to Intergraph Services Company (ISC) Contract

Intergraph Services Corporation recently sent me a proposed amendment to contract 2011-004 dated December 1, 2011. This contract is for the planimetric map features that go along with our aerial photography. The purpose of this amendment is to clarify the scope of work and to provide delivery dates for completed work. These dates are not specified in the original contract. I respectfully request that you consider amendment 1 to this contract.

CH

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



February 1st, 2013

Montgomery County Commission
101 South Lawrence ST
Montgomery, AL 36104

Reference: ISC-Montgomery County Professional Services Contract 2011-004

Subject: Amendment 1

This Amendment 1 is issued for the above referenced contract to incorporate the deletions and additions noted below.

Purpose of Modification

Based on technical discussions between ISC and representatives of Montgomery County, Contract Amendment 1 is necessary to clarify the nature and scope of the technical activities (Contract "Attachment A"), and to provide the final working project schedule (Contract "Attachment B").

Contract additions/revisions are noted below:

Pages 3-5:

DELETE:

ATTACHMENT A SCOPE OF WORK

ADOR-Required features:

- Transportation
 - Paved Centerlines
 - Paved Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - All centerlines added by ISC will be in a separate feature class from existing centerlines to allow the county to address their attribution after project completion
 - Edge of Pavement (paved road)

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

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

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

ADD:

ATTACHMENT A

SCOPE OF WORK

ADOR-Required features:

- Transportation
 - Road Centerlines
 - New Road Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - Centerlines will be maintained in the same feature class – no distinction will be made between paved and unpaved.
 - Centerlines will maintain the City of Montgomery attribution scheme. This is consistent with E911 schemas. Extra columns may be added by ISC for use by the County or the City.
 - Centerlines collected by the City or the County that do not meet accuracy requirements (platted, GPS source, other sources) will be left 'as-is.'
 - City of Montgomery Road Centerlines will be used as the primary source for data update.
 - County centerlines that do not meet ADOR specifications (example: driveways) will be retained in a separate feature class. This separate class will contain all of the County's original centerline data.
 - Edge of Pavement (paved road)
 - ISC will collect/update edge of pavement per ADOR specifications (roads leading to 2 or more residences; private drives and park/cemetery paths do not qualify) to fog-line or traveled path.
 - Edge of Pavement updates will not include roadside parking.
 - Where the county has a centerline but no paved edge, ISC will add the paved edge. If the existing centerlines do not comply with ADOR accuracy requirements when referenced to the orthophoto, edges of pavement will not be added.
 - Traveled Path (unpaved road)

- ISC will collect Traveled Path per ADOR specifications (roads leading to 2 or more residences; logging trails, ungraded roads, & ATV trails do not qualify).
 - Where the County has delineated a centerline, but no unpaved road edge, ISC will add the unpaved edge. If the existing County centerlines do not comply with ADOR accuracy requirements when referenced to the orthophoto, unpaved road edges will not be added.
- Bridges
 - ISC will add/update all bridges per ADOR specifications
- Railroads
 - ISC will add/update all railroad lines, spurs, and extensions per ADOR specifications.
- Hydrography
 - Linear streams
 - ISC will update all linear streams per ADOR specifications
 - Area streams
 - ISC will update all area streams (double line) per ADOR specifications
 - Linear River
 - Feature does not exist – will not be created or updated.
 - Area River
 - ISC will update all area rivers (double line rivers) per ADOR specifications
 - Linear Ditch
 - ISC will update all linear ditch features per ADOR specifications (this includes only major ditches used for irrigation or draining).
 - Area Ditch
 - ISC will update all area ditch features (double line ditch) per ADOR specifications (this includes only major ditches used for irrigation or draining).
 - Dams
 - ISC will update all major dams per ADOR specifications.
 - Lakes
 - ISC will update all lakes to match imagery. ISC will not migrate features from lake to pond based on size.
 - Ponds
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Page 6:

DELETE:

**ATTACHMENT B
PROJECT SCHEDULE**

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

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

ADD:

**ATTACHMENT B
PROJECT SCHEDULE**

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

<u>Milestone</u>	<u>Date</u>
1. Award of Contract	12/30/2011
2. Receipt of Imagery	10/18/2012
3. Compilation (Planimetric)	Upon Receipt of Data (11/29/2012)
4. Submission of Contract Deliverables	20 Weeks after Receipt of Data (4/19/2013)
5. County Data Review	Upon Delivery to County (start 4/22/2013)
6. Final Delivery/Contract Completion	30 Days following Delivery (5/22/2013)



Except as provided herein, all other terms and conditions of the original contract remain unchanged and in full force and effect.

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

Montgomery County Commission

Intergraph Services Company (ISC)

BY: _____

BY: _____

TITLE: _____

TITLE: Business Manager

ATTEST:

WITNESS:

DATE: _____

DATE: February 1, 2013



December 11th, 2012

Mr. Elton N. Dean, SR
Chairman
Montgomery County Commission
101 S. Lawrence ST
Montgomery, AL 36104

Dear Mr. Dean,

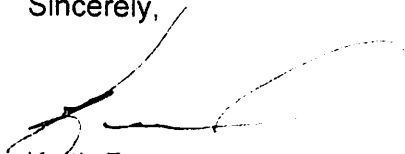
ISC is pleased to finally be in receipt of all necessary data to begin our update of Montgomery County's planimetric features (GIS dataset). As the contract was signed some time ago, there has since been technical discussion between ISC and the County, especially clarifying our approach to updating the Transportation features. In addition, the project schedule should be adjusted to reflect accurate dates/milestones. As such, we have made proposed changes to our Contract with you – these are marked in "redline mode." The proposed changes are found here:

- Attachment A – *Scope of Work* (Transportation features) – pages 3 and 4
- Attachment B – *Project Schedule* – page 7
- Approval Page (sign-off on these changes) – page 16 Page 15 as numbered

There are no changes beyond these just mentioned.

Thank you for your consideration of this updated version. Please indicate your concurrence by returning the signed Approval Page (page 16) at your convenience.

Sincerely,



Keith Frost
Business Manager

RED LINED CONTRACTUAL AGREEMENT
PRESENTED WITH AMENDMENT 1

CONTRACT 2011-004



CONTRACTUAL AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

Attachment A: Scope of Work

Attachment B: Project Schedule

Attachment C: Payment Terms

Attachment D: General Terms and Conditions

CONTRACT 2011-004



References:

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

ATTACHMENT A
SCOPE OF WORK

ADOR-Required features:

- Transportation
 - Road Centerlines
 - New Road Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - Centerlines will be maintained in the same feature class – no distinction will be made between paved and unpaved.
 - Centerlines will maintain the City of Montgomery attribution scheme. This is consistent with E911 schemas. Extra columns may be added by ISC for use by the County or the City.
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CONTRACT 2011-004



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

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

2. TECHNICAL REQUIREMENTS:

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

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

CONTRACT DELIVERABLES:

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

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

CONTRACT 2011-004



**ATTACHMENT B
PROJECT SCHEDULE**

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

	<u>Milestones</u>
1. Award of Contract	12/30/2011
2. Receipt of Imagery	10/18/2012
3. Compilation (Planimetric)	Upon Receipt of Data (11/29/12)
4. Submission of Contract Deliverables	20 Weeks after Receipt of Data (4/19/2013)
5. County Data Review	Upon Delivery to County (start 4/22/2013)
6. Final Delivery/Contract Completion	30 Days following Delivery (5/22/2013)



CONTRACT 2011-004

ATTACHMENT C PAYMENT TERMS

1. PRICE

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

Updated Planimetric Mapping

\$131,800.00

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

2. LIMITATION OF EXPENDITURE

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

3. BILLING

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

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

3. PAYMENT

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

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

CONTRACT 2011-004



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

ATTACHMENT D
GENERAL TERMS AND CONDITIONS

1. CONTRACTOR:

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

2. SOURCE MATERIALS:

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

3. TITLE TO GOODS AND SERVICES - RISK OF LOSS

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

4. INSPECTION AND ACCEPTANCE

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



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

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

5. WARRANTIES/GUARANTEES

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

6. REPORTS AND MEETINGS

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

7. CHANGES - SUSPENSION

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

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

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



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

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

8. TERMINATION

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

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

9. FORCE MAJEURE / EXCUSABLE DELAYS

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

10. COMPLIANCE WITH LAW

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

11. CONFIDENTIAL INFORMATION

a. Both parties agree to:

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

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

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

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

12. SUBCONTRACTS/PURCHASE ORDERS

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

13. INDEMNITY FOR PATENT INFRINGEMENT

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

14. LIABILITY AND INDEMNIFICATION

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

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

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



damages.

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

15. INSURANCE

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

General Liability \$1,000,000

Worker's Compensation as required.

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

16. NOTICES

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

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

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

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

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

17. DISPUTES

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

18. WAIVER

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

CONTRACT 2011-004



19. HEADINGS

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

20. SEVERABILITY

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

21. LAW OF CONTRACT

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

22. ASSIGNMENT

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

23. REPRESENTATIVES, SUCCESSORS AND ASSIGNS

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

24. TAXES/DUTY

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

25. PUBLICITY

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

26. ENTIRETY OF CONTRACT

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

CONTRACT 2011-004



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

MONTGOMERY COUNTY

**INTERGRAPH SERVICES COMPANY
(ISC)**

BY _____

BY _____

NAME _____

NAME Keith Frost

TITLE _____

TITLE Business Manager

ATTEST _____

WITNESS _____

DATE _____

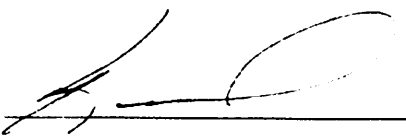
DATE _____

Amended 12/11/2012 – clarification to Attachment A Scope of Work (Transportation); Project Schedule (Attachment B) updated to reflect actual final dates

MONTGOMERY COUNTY

**INTERGRAPH SERVICES COMPANY
(ISC)**

BY _____

BY  _____

NAME _____

NAME Keith Frost

TITLE _____

TITLE Business Manager

ATTEST _____

WITNESS _____

DATE _____

DATE _____

ORIGINAL CONTRACTUAL AGREEMENT
APPROVED BY THE MONTGOMERY COUNTY COMMISSION

CONTRACT 2011-004



CONTRACTUAL AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

Attachment A: Scope of Work

Attachment B: Project Schedule

Attachment C: Payment Terms

Attachment D: General Terms and Conditions

CONTRACT 2011-004



References:

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

ATTACHMENT A
SCOPE OF WORK

ADOR-Required features:

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

Note: ISC will not

- **Hydrography**
 - **Linear streams**
 - ISC will update all linear streams per ADOR specifications
 - **Area streams**
 - ISC will update all area streams (double line) per ADOR specifications
 - **Linear River**
 - Feature does not exist – will not be created or updated.
 - **Area River**

CONTRACT 2011-004

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



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

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

2. TECHNICAL REQUIREMENTS:

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

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

CONTRACT DELIVERABLES:

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

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



CONTRACT 2011-004

ATTACHMENT B PROJECT SCHEDULE

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

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



CONTRACT 2011-004

ATTACHMENT C PAYMENT TERMS

1. PRICE

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

Updated Planimetric Mapping

\$131,800.00

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

2. LIMITATION OF EXPENDITURE

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

3. BILLING

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

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

3. PAYMENT

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

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

CONTRACT 2011-004



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

**ATTACHMENT D
GENERAL TERMS AND CONDITIONS**

1. CONTRACTOR:

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

2. SOURCE MATERIALS:

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

3. TITLE TO GOODS AND SERVICES - RISK OF LOSS

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

4. INSPECTION AND ACCEPTANCE

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



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

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

5. WARRANTIES/GUARANTEES

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

6. REPORTS AND MEETINGS

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

7. CHANGES - SUSPENSION

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

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

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



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

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

8. TERMINATION

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

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

9. FORCE MAJEURE / EXCUSABLE DELAYS

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

10. COMPLIANCE WITH LAW

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

11. CONFIDENTIAL INFORMATION

a. Both parties agree to:

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

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

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

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

12. SUBCONTRACTS/PURCHASE ORDERS

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

13. INDEMNITY FOR PATENT INFRINGEMENT

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

14. LIABILITY AND INDEMNIFICATION

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

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

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



damages.

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

15. INSURANCE

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

General Liability \$1,000,000

Worker's Compensation as required.

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

16. NOTICES

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

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

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

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

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

17. DISPUTES

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

18. WAIVER

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



19. HEADINGS

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

20. SEVERABILITY

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

21. LAW OF CONTRACT

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

22. ASSIGNMENT

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

23. REPRESENTATIVES, SUCCESSORS AND ASSIGNS

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

24. TAXES/DUTY

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

25. PUBLICITY

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

26. ENTIRETY OF CONTRACT

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

CONTRACT 2011-004



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

MONTGOMERY COUNTY

INTERGRAPH SERVICES COMPANY
(ISC)

BY Elton N. Dean, Sr.

BY [Signature]

NAME Elton N. Dean, Sr.

NAME Keith Frost

TITLE Chairman

TITLE Business Manager

ATTEST Jammy L Nix

WITNESS Cathy Stallings

DATE 1-23-12

DATE December 12, 2011

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

Agenda

MAR 11 2013

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Specialist

DATE: January 31, 2013

RE: CDBG Project No. CY-CM-RR-12-005
Eastwood Villa Housing Rehabilitation
Amendment to CARPDC Agreement

On November 5, 2012, the County approved an agreement with CARPDC to perform administrative services on the above project. Since that time, it is my understanding that the County desires CARPDC to also perform housing inspection services as related to this grant. Our office has therefore drafted and provided for consideration a Delegation of Authority, similar to a previous one between the County and our Weatherization Department. Also attached herewith is the addendum to our original contract to include necessary inspection services. Steve Till and I would like to brief the Commissioners at the 2/19/2013 meeting regarding this change to our contract. Please accept the attached documents for presentation at that meeting so that it may be voted on at the 3/4/2013 Commission meeting. Thank you for your consideration and please let me know if you have questions.

DELEGATION OF AUTHORITY

between the
Montgomery County Commission
and the

Central Alabama Regional Planning and Development Commission

By means of this Delegation of Authority, the Montgomery County Commission (County) hereby authorizes the Central Alabama Regional Planning and Development Commission (CARPDC) to act as the Agent for the complete administration of the Eastwood Villa Neighborhood Housing Rehabilitation Project (Project) funded by the Community Development Block Grant (CDBG) – Grant Number CY-CM-RR-12-005. Such administration is inclusive of all funding involved in the project, including the client participation or "Match" funds. The delegation is based on the following terms and conditions:

1. The agreement subject to this delegation is specifically and exclusively for the above-referenced project.
2. The duties and responsibilities transferred to CARPDC as a result of this delegation includes general program compliance, Housing and Urban Development (HUD) and State of Alabama coordination, monitoring reviews, comprehensive financial management and controls and record keeping.
3. The effective date of this delegation is _____ and will remain in effect until such time as either or both parties formally dissolve this delegation or such time of the complete expenditure of the Project's grant funds.
4. The authority delegated herein is not subject to sub-delegation without the County's prior and express written consent.
5. This delegation is made pursuant to the Montgomery County Commission approval.

Elton Dean, Chairman

Date

Greg Clark, Executive Director

Date

Attest:

Donald L. Mims, Administrator

Addendum to Contract

Addendum #1 to November 5, 2012, Administrative Agreement

This Addendum to the November 5, 2012, Administrative Agreement (Addendum) between the Montgomery County Commission (County) and the Central Alabama Regional Planning and Development Commission (Contractor) for the Housing Rehabilitation Improvements for Eastwood Villa, **CDBG Project No. CY-CM-RR-12-005**, shall become effective as of this 11th day of March, 2013. The original Administrative Agreement is attached and made a part of this document.

The parties hereby agree as follows:

1. To amend the "SCOPE OF SERVICES" section, specifically adding a 13th service to the list of services CARPDC agrees to and is contractually obligated to perform in the administration of the project. Item 13 will be added as follows:

"13. Render certain housing rehabilitation inspection services as described below.

- A. Inspect each housing unit identified by the CDBG project administrator as eligible for housing rehabilitation assistance under the terms of the contract, to determine the type and estimated cost of the work necessary to bring the property into compliance with existing codes/guidelines, and lead-based paint hazards compliance. Complete a needs assessment based on the program's guidelines and provide a corresponding estimated cost.
- B. Meet with the homeowner/tenant to discuss the proposed rehabilitation work to be completed and obtain feedback and document concerns/recommendations.
- C. Ensure all rehabilitation contractors have on-file with CARPDC all current and appropriate licenses and insurances, is E-verified and cross reference all with the Excluded Parties List system making sure none are debarred from performing government-funded work.
- D. Prepare bid documents (scopes of work) based on the needs assessment and form construction bid packages. Will ensure all state procurement rules and regulations are adhered to. Will receive bid responses from all qualified contractors and issue Authorizations to Proceed based on winning bids.
- E. Conduct preconstruction meetings with bid-winning contractor to ensure objectives and timeframes are understood and adhered to. Also be responsible for the execution of the rehabilitation contract between the homeowner and bid-winning contractor.

- F. Periodically inspect the rehabilitation contractor's work in-progress and make report of findings, if applicable. Prepares punch list of deficient items for contractor.
 - G. Analyze requested change orders and approve or disapprove those requests. If approved, will ensure change orders are adequately funded and inform homeowner as necessary.
 - H. Submit to the project administrator contractor invoices for payment on each completed and approved housing unit. An approved final inspection and other required close out documents are a prerequisite for contractor payment. In recommending payment of the final invoice, the Inspector will submit an approved final written inspection.
 - I. Will attend, at least quarterly, County meetings and report on the progress of the project."
2. To amend the "FINANCIAL" section, specifically revising Item 1. "Total Compensation" to read as follows:

"For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the services rendered. The County agrees to pay CARPDC an amount not to exceed \$32,000.00 for all administrative services provided.

In addition, all service delivery costs attributable to items identified under SCOPE OF SERVICES 13. A-I will be reimbursed at the rate of \$1,500.00 per house rehabilitated through the project."

IN WITNESS WHEREOF, the County and CARPDC have caused this Addendum to Contract to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald Mims
County Administrator

Leslie York

Tammy Nix

From: Leslie York <lyork@carpdc.com>
Sent: Wednesday, February 20, 2013 8:50 AM
To: Donald Mims
Cc: 'Steve Till'; Tammy Nix
Subject: Revised Addendum to Contract
Attachments: Eastwood Villa -Addendum #1 to Contract (Revised 2-19-2013).docx

Donnie –

Good morning! Attached is the revised “Addendum to Contract” which includes the change to the scope of services as well as an amendment to the financial section which specifies the cost associated with the housing inspection services per home. Please review and let me know if you have additional comments. As always, thanks for your assistance!

Leslie York

Grant Writer
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
334-262-4300
334-262-6976 Fax

The first step toward success is taken when you refuse to be a captive of the environment in which you first find yourself. Mark Caine

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

STATE OF ALABAMA

MONTGOMERY, ALABAMA

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT is entered into as of this 5th day of **November 2012**, between the **Montgomery County Commission**, hereinafter called the "County" or "Local Government" and the **Central Alabama Regional Planning and Development Commission**, hereinafter called "CARPDC" or "Contractor", a non-profit, public agency operating under the laws of the State of Alabama, with its offices located at 430 South Court Street, Montgomery, Alabama 36104.

WHEREAS, the County desires to engage CARPDC to render administration services hereinafter described in connection with a project funded, in part, by the Alabama Department of Economic and Community Affairs (ADECA) entitled Housing Rehabilitation Improvements for Eastwood Villa, **CDBG Project No. CY-CM-RR-12-005**, hereafter referred to as the CDBG Project.

NOW, THEREFORE, the County and CARPDC mutually agree as follows:

EMPLOYMENT OF CARPDC

The County agrees to engage CARPDC, and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in connection with the County's CDBG Project.

SCOPE OF SERVICES

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project administration services hereinafter described. CARPDC further agrees that the project administration services performed under this Agreement shall satisfy the requirements of the ADECA.

CARPDC shall:

1. Establish and maintain project files to properly document all project activities and to satisfy the requirements of the ADECA.
2. Coordinate and prepare, within the expertise of CARPDC, those documents necessary to satisfy environmental requirements imposed on the County, and as required to comply with project modifications. CARPDC will not be responsible for full environmental impact statements or mitigation measures.

3. Coordinate the efforts of the County, consultants, construction contractors, and other appropriate individuals to assist with the timely completion of said CDBG Project.
4. Document and provide assurance that CARPDC is in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Said documentation will include a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between CARPDC and Homeland Security.
5. Assist in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. This compliance will include the following:
 - A. review of all contracts and subcontracts for inclusion of compliance language;
 - B. verify that the original "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491)" is maintained in the CDBG program files for review at monitoring; and
 - C. establish and maintain files for all vendors, contractors, and subcontractors that will contain a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between the named party and Homeland Security.
6. Prepare, for the County's approval, all administrative reports, which are required by the ADECA and other agencies in connection with this CDBG Project (e.g. quarterly status reports, financial reports, etc.) except audits, engineering reports and other reports which require specialized knowledge in fields other than planning and grant administration.
7. Monitor the CDBG Project for compliance with labor, equal opportunity, and nondiscrimination provisions, which may include reviewing contractor/ subcontractor payrolls, construction signs and taking photographs to document signage.
8. Advise the County of federal requirements for property acquisition and relocation, if applicable, and assist with implementation where necessary.
9. Monitor the progress of the CDBG Project and report to the County on a quarterly or as needed basis.
10. Inform the County of the need for official action in connection with the ADECA grant and applicable deadlines in sufficient time for the County to respond. CARPDC will not be responsible for any loss of any nature if the County fails to comply with deadlines so reported to the County.

11. Track project expenditures (from all sources of funds) and review and indicate, prior to payment, that all disbursements from grant funds are eligible costs. Advise the County as to the proper procedures for drawing on its letter of credit.
12. Attend all CDBG Project related meetings as necessary to include the bid opening and preconstruction conference.

The County shall:

1. Designate an individual to serve as CARPDC's point of contact and to coordinate and report all County decisions pertaining to the CDBG Project to CARPDC.
2. Ask ADECA to appoint CARPDC as their official contact person on the CDBG Project.
3. Provide working and file space for CARPDC as necessary to administer and monitor the CDBG Project.
4. Open and maintain a separate bank account(s) into which all funds pertaining to the grant, whether from ADECA or other funding sources will be deposited and from which all checks in payment of activities performed under the grant will be written. If a separate account is not opened, the County will appropriately code all project related transactions within the County's accounting program/system.
5. Maintain all accounting books and records that are required under the grant and provide for an audit of books as directed by the ADECA.
6. Provide all necessary legal services and opinions.
7. Adhere to all applicable federal requests and Executive Orders with respect to equal rights, equal employment opportunity, and nondiscrimination with respect to race, creed, color, origin, ethnic background, or disability.
8. Provide for all necessary engineering services on the CDBG Project.
9. Provide information, files, and data that are necessary for CARPDC to administer this CDBG Project in a timely manner.

CHANGES

Either party may request changes to all or part of this Agreement. Such changes, including any increase or decrease in the amount of compensation, must be mutually agreed upon by both parties and approved by the ADECA, if required. Such changes shall

be incorporated in written amendments to this Agreement.

TIME OF PERFORMANCE

The services required shall commence upon execution of this Agreement and will be continuous until all aspects of the County's ADECA project have been completed and closed out.

CONFLICT OF INTEREST

CARPDC covenants that it does not have an interest nor shall acquire interest, either direct or indirect, in the project area, any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services required by this agreement. CARPDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

No member of the governing body of the locality and any other officer, employee, or agent of the locality who exercises any functions or responsibilities in connection with the planning and implementation of the CDBG Project shall have any personal financial interest, either direct or indirect, in this Agreement; and the CARPDC shall take appropriate steps to assure compliance.

PERSONNEL

CARPDC has, or will secure at its own expense, the personnel required to perform the services described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Project managers assigned by CARPDC to direct the program will have at least one (1) year practical experience in administering federal grants.

All of the services required under this agreement will be performed by the CARPDC or under CARPDC's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the County. Any work or services subcontracted under this Agreement shall be specified by written Agreement and shall be subject to each provision of this Agreement.

FINANCIAL

1. Total Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the services rendered. The County agrees to pay CARPDC an amount not to exceed \$32,000.00.

2. Method of Payment

Reimbursement shall be made from the County's local funds upon presentation of written statements certifying that such amounts are due and payable. If applicable, the County will be reimbursed by the CDBG Project when drawdowns are made.

3. Inspections and Audits

At any time during normal business hours and as often as the County, the ADECA, the Secretary of the Department of Housing and Urban Development, and/or the Comptroller General of the United States or any of their duly authorized representatives, may deem necessary, there shall be made available for examination all of the records with respect to all matters covered by this Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CARPDC shall provide one (1) copy of audit reports covering the CDBG Project period to the County for inclusion in the project files. The County agrees to provide any required audit of their transactions at their own expense.

CARPDC agrees to retain and allow access to such records for a period of three (3) years following completion of the CDBG Project.

4. Assignability

CARPDC shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County. However, claims for money due, or to become due, to CARPDC from the County under this Agreement may be assigned to a financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

TERMINATION OF AGREEMENT

1. Termination for Convenience

This Agreement may be terminated for the convenience of the County or CARPDC by submitting written notice to the other party sixty (60) days in advance of the date which

the County or CARPDC desires the Agreement to be terminated. Upon such termination CARPDC shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the work performed bears to the total work called for under this Agreement, but not more than \$32,000.00.

2. Termination of Contract for Cause/Breach of Contract

If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the County, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

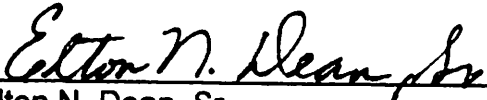
Notwithstanding the above, CARPDC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by CARPDC, and the County may withhold any payments to CARPDC for the purpose of set-off until such time as the exact amount of damages due the County from CARPDC is determined.

TERMS AND CONDITIONS

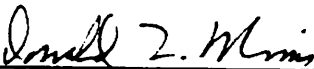
Part II – Terms and Conditions is hereby made a part of this Agreement and CARPDC and the County agrees to comply with all terms and conditions thereof.

IN WITNESS WHEREOF, the County and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION


Elton N. Dean, Sr.
Chairman

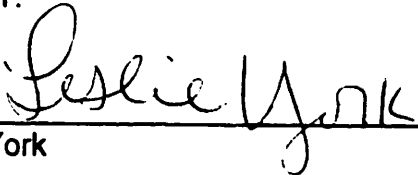
ATTEST:


Donald Mims
County Administrator

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION


Greg Clark
Executive Director

ATTEST:


Leslie York

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause / Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contractor determines that the Local Government has not provided contractual support as necessary for completion of services required herein, then the Contractor may also be able to terminate the contract with five (5) days written notice to the Local Government. Upon termination by the Contractor, compensation will be negotiated and payment made for work performed.

In such event (upon payment as outlined in the "Financial" section of this agreement and subject to this clause), all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Local Government, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Government for damages sustained by the Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Government from the Contractor is determined.

2. Termination for Convenience

The Local Government or Contractor may terminate this agreement at any time by submitting a ten (10) day notice in writing to the other party. If the agreement is terminated by either party as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the Contractor, the "Termination of Agreement" section and relative to this clause shall apply. In such event, all finished or unfinished documents and other materials as described herein (upon payment as outlined in the "Financial" section and subject to this clause), shall, at the option of the Local Government, become its property.

If the agreement is terminated by the Local Government as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Contractor shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this agreement) incurred

by the Contractor during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of the Contractor, sections related to "Termination of Contract for Cause/Breach of Contract" relative to termination shall apply.

3. Indemnification

To the fullest extent permitted by law, the Local Government shall defend, indemnify, and hold harmless Contractor, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of the Local Government, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Local Government, its agents, employees, consultants, council members and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of Contractor, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

4. Reports and Information

The Contractor, at such times and in such forms as the Local Government may require, shall furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

6. Copyright

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. Compliance With Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold the Local Government harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

8. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Government to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the Local Government or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the Local Government.

9. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11. Conflict of Interest Clauses

Interest of Members of a Local Government – No member of the governing body of the Local Government and no other officer, employee, or agent of the Local Government who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials – No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Consultant and Employees – The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Lobbying Activities and Disclosure – The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The Contractor in the award documents for all subawards (as allowed for herein) at all tiers (including shall require that the language of this certification be included subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

12. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers:

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any

position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants.
 - E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
13. Age Discrimination Act of 1975 (for Contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under

a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Section 3 Plan Format (for Contracts \$10,000 and Above)

CARPDC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses with the Montgomery County Commission.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Local Government the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- * D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- * E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

* Loans, grants, contracts and subsidies for less than \$10,000.00 will be exempt.

- J. To list all project workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
16. Executive Order 11246, Section 202 Equal Opportunity Clause (Contracts Above \$10,000)

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Government setting forth the provisions of this non-discrimination clause.
- B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Local Government's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Government's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

17. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and Under)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Contractor shall incorporate foregoing requirements in all subcontracts.

18. Section 402, Vietnam Veterans Act of 1974 (Contracts of \$10,000 or more)

The contractor agrees to provide affirmative action for disabled veterans and veterans of the Vietnam Era, as set forth in Section 402 of the Vietnam Veteran's Act of 1974 (as amended).

19. Non-Segregation of Facilities

The contractor certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

20. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

By signing this contract, grant, or other agreement, 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.

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission intends to directly contract with the Central Alabama Regional Planning and Development Commission (CARPDC) to provide administration services for the newly funded Community Development Block Grant (CDBG) Project No. CY-CM-RR-12-005 for housing rehabilitation improvements to approved households in the Eastwood Villa community of the County, as funded by the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, based on CARPDC's governmental status and that CARPDC has not been debarred and has no exclusions registered on the System for Award Management (www.SAM.gov), the County may directly contract with CARPDC; and

WHEREAS, it has been determined that it is in the best interest of the Montgomery County Commission to enter into a contract with CARPDC.

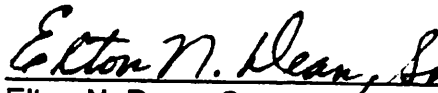
NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission, as follows:

SECTION 1. That, the acceptance of the contract for the provision of professional administration services for FY 2012 CDBG Project No. CY-CM-RR-12-005, which will provide housing rehabilitation improvements for approved homeowners in the Eastwood Villa community, has been determined to be in the best interest of the Montgomery County Commission, and that the proposed fee has been accepted as reasonable based on the complexity of the project.

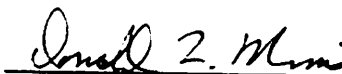
SECTION 2. That the Montgomery County Commission enter into an agreement with CARPDC for the provision of said professional administration services.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute said agreement on behalf of the Montgomery County Commission.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2012.


Elton N. Dean, Sr.
Chairman

ATTEST:


Donald Mims
County Administrator



Alabama Alcoholic Beverage Control Board
Enforcement Division

2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

Agenda

MAR 11 2013

February 11, 2013

MEMORANDUM

To: All Wet County Commissions
From: Summer Childers
Enforcement Division – License Section
Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses.

In order for this program to be set up for fiscal year 2013-2014, the **attached form must be completed** listing all amounts set by your county in column three (3). If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	<u>Maximum County Fee</u>
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than **April 12, 2013**. This form must be signed by an authorized county official. Please return your completed document to Summer.Childers@abc.alabama.gov or mail to the address above.

Received by: _____

County: _____

COUNTY (51) MONTGOMERY 2013 - 2014

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	300.00	300.00	600.00	650.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	50.00	300.00	300.00	600.00	650.00
020 - RESTAURANT RETAIL LIQUOR	50.00	300.00	300.00	600.00	650.00
031 - CLUB LIQUOR - CLASS I	50.00	300.00	500.00	800.00	850.00
032 - CLUB LIQUOR - CLASS II	50.00	750.00	750.00	1,500.00	1,550.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	50.00	150.00	75.00	225.00	275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	50.00	150.00	75.00	225.00	275.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	50.00	150.00	75.00	225.00	275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	50.00	150.00	75.00	225.00	275.00
080 - LIQUOR WHOLESALE	50.00	500.00	500.00	1,000.00	1,050.00
**					
090 - WHOLESALE BEER ONLY	50.00	550.00	275.00	825.00	875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	50.00	550.00	275.00	825.00	875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	50.00	750.00	375.00	1,125.00	1,175.00
120 - WAREHOUSE LICENSE	50.00	200.00	200.00	400.00	450.00
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	50.00	200.00	100.00	300.00	350.00
140 - SPECIAL EVENTS RETAIL	50.00	150.00	150.00	N/A	350.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	50.00	100.00	100.00	N/A	250.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	50.00	250.00	250.00	500.00	550.00
170 - RETAIL COMMON CARRIER	50.00	150.00	150.00	300.00	350.00
200 - MANUFACTURER	50.00	500.00	500.00	1,000.00	1,050.00
**					
210 - IMPORTER	50.00	500.00	250.00	750.00	800.00
**					
220 - BREWPUB	50.00	1,000.00	500.00	1,500.00	1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	50.00	300.00	300.00	600.00	650.00
240 - NON-PROFIT - TAX EXEMPT	N/A	N/A	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: _____

Authorized County Official

Title

Date

COUNTY (51) MONTGOMERY 2012 - 2013

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
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230 - INTERNATIONAL MOTOR SPEEDWAY	50.00	300.00	300.00	600.00	650.00
240 - NON-PROFIT - TAX EXEMPT	N/A	N/A	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: Edton M. Dean, Jr. Chairman
Authorized County Official Title

March 12, 2012
Date

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR 11 2013

March 11, 2013

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-2013-69: Alabama Cattlemen's Association, for "Little Boots" Rodeo - \$1,000; (Ingram-\$500 and Polizos-\$500)
- C-2013-70: MANE, Montgomery Area Nontraditional Equestrians, for Providing Safe and Effective Therapeutic Horseback Riding Opportunities to Montgomery Area Children and Adults with Emotional, Physical, Cognitive, and Developmental Disabilities - \$1,000; (Ingram)
- C-2013-71: House to House Community Development, Inc., for Rehabilitating the Houses of Low-Income Homeowners in Washington Park Community - \$2,000; (Ingram)
- C-2013-72: Council on Substance Abuse-NCADD, for the Community Recovery Support Track (CREST) Program - \$500; (Polizos)
- C-2013-73: Steve Carrier Ministries, for Educational Programs during School Assemblies - \$2,000; (Polizos)

MEMORANDUM

Montgomery County Commission

March 11, 2013

Page 2

- NC-2013-78: BOE, Brewbaker Intermediate School, for Principal's Discretionary Fund - \$500; (Ingram)
- NC-2013-79: BOE, Wilson Elementary School, for Principal's Discretionary Fund, for Career Day - \$500; (Ingram)
- NC-2013-80: BOE, Sydney Lanier High School, for the Law & Public Safety Academy Summer Program - \$4,000; (Dean-\$1,000, Harris-\$1,000, Ingram-\$1,000 and Polizos-\$1,000)

DLM/tll

Agenda

MAR 11 2013

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Pat Silas, Purchasing Manager *PS*
DATE: February 14, 2013
SUBJECT: Invitation to Bid No. 52110-13B-003,
Transmission Service

Request approval of award on the above referenced bid to Alabama Precision Transmission, based on unit pricing of \$59.99, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

Based on past experience that the Sheriff's Office had with Bell's Transmission Service when they had the contract in 2009, Sheriff Marshall requested that their bid, even low, be passed and award be made to the next low bid of Alabama Precision Transmission.

Coordination of award made with Sheriff D.T. Marshall, Sheriff's Office.

Attachment

**Purchasing Department
Montgomery County Commission**

[illegible]



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

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

MEMORANDUM

February 14, 2013

1. 7. 6 -

TO: Donnie Mims
FROM: Tommy Gallion

RE: Invitation to Bid regarding Transmission Service

I have reviewed your February 14, 2013 memorandum, the February 14, 2013 memorandum from Pat Silas to you, the February 12, 2013 memorandum from Sheriff Marshall to Pat Silas, the February 13, 2013 memorandum from Pat Silas to Sheriff Marshall with the bid documents attached, which I also reviewed.

After reviewing all these documents, it is my opinion that the Bell Transmission bid can be thrown out due to bad vendor experience in that Bell does not fulfill their contracts/purchase orders and have tried to bribe the Sheriff. It is therefore my legal opinion that this bid for Transmission Service should be awarded to the only other bidder – Alabama Precision Transmission, who will warrant their work for 5 years or 100,000 miles.

50051-317
4730463_1

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager 

DATE: February 7, 2013

SUBJECT: Invitation to Bid No. 51965-13B-001,
Maintenance Contract for Computer
Storage Hardware and Software

Request approval of award on the above referenced bid to Alternative Maintenance Solutions (AMS), for the amount of \$75,000.00, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

The low bid of Netraid, LLC did not meet all specifications. Their bid did not include the software maintenance that was specified in the specifications.

This will be a one (1) year contract, with the option to renew for two (2) years, in one year periods. A price increase may be allowed after the first year, but shall not exceed 5% per year.

Coordination of award made with Mr. Lou Ialacci, Director of Information Systems.

Attachment

[illegible]

12-2

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci

Cc: Pat Silas, John Mitchell

Date: February 11, 2013

RE: ITB # 51965-13B-001 Award and Contract Review

Accompanying this memo is another memo dated February 4, 2013 recommending that Alternative Maintenance Solutions (AMS), the lowest qualified bidder be awarded the three year contract for providing maintenance for the County's computer storage hardware and software. This is standard maintenance that the County has had on this type of equipment for years – most recently with Unisys. AMS is providing similar services for the State who is one of their references. Their bid will save the County approximately \$10,000 dollars this first year.

We have received the attached two documents submitted by AMS as part of their response to the bid. The first document is their contract, which outlines the terms and conditions for their services. AMS has included terms stating no late fees or interest and the County's required dispute resolution. The second document is Schedule A, which is their pricing for maintenance on our equipment.

Please submit these documents to the County Attorney for their review and recommendation. I am requesting time on the February 19th work session agenda to brief the commissioners once we have the Attorney's approval.

Thank you

Interoffice Memo

To: Pat Silas
From: Lou Ialacci
Cc: Larry Kennedy, John Mitchell
Date: February 4, 2013
RE: Bid No.51965-13B-001

Larry and I have reviewed the bid responses for bid number 51965-13B-001 for a three year contract for computer storage hardware and software maintenance. We recommend you use Alternative Maintenance Solutions (AMS). They are the lowest bidder that meets the County's specifications. The low bidder Netraid LLC did not provide a bid for the software maintenance portion of the ITB. The successful bidder's price is still lower than our costs for the last year of our current contract.

We have attached correspondence from the bidders to support our recommendation. Thank you for your cooperation and assistance to obtain this important coverage for the County. If you have any questions please let us know.

MAINTENANCE AGREEMENT

Customer Name: **Montgomery County Commission**

Street Address: **100 S. Lawrence St**

City: **Montgomery** **State:** **Al** **ZIP:** **36104**

(hereinafter referred to as the "Customer") agrees to purchase and **Alternative Maintenance Solutions of Georgia, Inc. ("AMS")** agrees to furnish at the place of installation indicated on Schedule A, and in respect of the equipment ("the Equipment") described in Schedule A, maintenance service in accordance with the terms and conditions contained in this agreement, including specifically Article VIII, Limitation of Remedy.

Commencement Date: March 1 2013

I. TERM OF AGREEMENT

This Agreement is for a term of one (1) year with two (2) one year options commencing on the Commencement Date noted above, subject to the provisions regarding early termination as indicated in Article X of this Agreement.

II. INSPECTION AND REPAIR

AMS acknowledges that the Equipment is in an acceptable condition for maintenance under this Agreement.

III. RESPONSIBILITIES OF AMS

A. In accordance with the Equipment manufacturer's specifications, **AMS** shall provide:

(1) Scheduled preventive maintenance during the Contracted Periods of Maintenance Service, at a time during each week to be scheduled by the Customer; and

(2) Unscheduled remedial maintenance service during the Contracted Periods of Maintenance Service when notified that the Equipment is inoperative.

(3)

B. In connection with the provision of maintenance service, **AMS** shall:

- (1) Provide all necessary diagnostic software and documentation media necessary to analyze error conditions occurring in Equipment;
 - (2) Stock, in the Montgomery area, a complete compliment of spare parts for all equipment;
 - (3) Have in place established policies to purchase and expedite shipment of spare parts should local spare inventory be depleted due to multiple failures;
 - (4) Keep on the Customer premises spare parts kits with full inventory and in good working order for those parts requiring frequent replacement;
 - (5) Meet with the Customer representative's monthly, at times to be agreed between the parties, to review maintenance issues.
- C. AMS shall pay all costs of labor for maintaining the Equipment, which costs are incurred as a result of normal usage and wear and tear to the Equipment.
- D. AMS shall supply and use pursuant to this agreement only good quality parts of a type specified or approved by the manufacturer of the Equipment.
- E. AMS shall install Engineering Changes released and sponsored by the Equipment manufacturer, and monitor safety changes and changes necessary to insure the proper functioning of the Equipment which are controlled by the manufacturer, to determine that such changes are installed on a timely basis. Customer shall pay the costs of materials, if any, required in connection with such changes.
- F. AMS shall maintain accurate and complete records of all Engineering Change Levels and a history of maintenance activity for each unit of Equipment.

IV. RESPONSIBILITIES OF THE CUSTOMER

- A. The **Customer** shall provide, free of charge and with ready access, storage space for spare parts, working space, heat, light, ventilation, electric current and outlets for the use of AMS's maintenance personnel.
- B. The **Customer** shall notify AMS's maintenance personnel upon Equipment failure and shall allow AMS full and free access to the Equipment subject to the Customer's industrial security rules.
- C. The **Customer** shall not authorize or cause maintenance repairs to be made or attempted to Equipment during the terms of this Agreement, except as specified and approved in advance by AMS.
- D. The **Customer** shall maintain site environmental conditions throughout the period of this Agreement in accordance with the specifications established by the Equipment manufacturer.

- E. If the **Customer** causes modifications to be made, or accessories or devices not covered by this Agreement to be added to the Equipment, then maintenance service will be supplied unless such modifications or attachments make it impractical for AMS to render maintenance service, in which case AMS shall be relieved of its responsibilities. If the modifications or additions increase maintenance costs, AMS shall have the right to adjust accordingly the maintenance charges specified on Schedule A. The **Customer** shall be responsible for the storage of any parts removed from the Equipment as a result of an attachment to or an alteration in the Equipment and for restoring the Equipment to normal condition when the attachment or alteration is removed.

V. PERIODS OF MAINTENANCE SERVICE AVAILABILITY

- A. The Basic Monthly Maintenance Charge entitles the **Customer** to on-call maintenance service during the Contract Period of Maintenance which is Eight (8) hours per day, five (5) days per week four(4) hour response time.
- B. If the **Customer** removes individual units of equipment from the system configuration, such individual Equipment may be deleted from maintenance coverage under this Agreement by giving AMS thirty (30) days advance written notice, and the maintenance charges payable pursuant to this Agreement as set out in Schedule A shall be reduced by the amount corresponding to the charges applicable to that Equipment. The actual date for such reduction shall be the date on which the equipment is de-installed and physically removed from the Hardware configuration.

VI. INVOICES, PAYMENT, AND CHARGES

- A. Monthly maintenance charges shall begin on the Commencement Date as specified on the first page of this Agreement and shall be payable in advance according to schedule "A". All other charges shall be invoiced after the month in which the charges accrue and shall be due and payable within Thirty (30) days from the date of invoice. **All late payment fees and interest payments will be waived by AMS for Montgomery County Commission.** Charges for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly charges for each calendar day.
- B. The charges set forth in Schedule A are applicable for the Base Year commencing on the effective date indicated on page 1 of this Agreement. All charges are fixed on each consecutive annual anniversary.
- C. In addition to the charges set forth in Schedule A of this Agreement, the **Customer** shall pay labor, parts, and other expenses for **Customer** requested services outside the scope of this Agreement. Charges for labor shall be at AMS's published rates in effect at the time that the services are furnished; charges for labor shall include time

to and from the installation site and shall be computed to the nearest one-half (1/2) hours.

VII. EXCLUDED SERVICES

The following Services are outside the scope of this Agreement:

- A. Electrical work external to the **Customer's** Equipment.
- B. Maintenance or repairs attributable to: unauthorized attempts by or for the **Customer** to repair or maintain the Equipment; catastrophe, fault or negligence of the **Customer**, its agents or employees; improper use or misuse of the Equipment; or causes external to the Equipment, such as but not limited to, power failure or air conditioning failure.
- C. Furnishing platens, supplies or accessories, or painting or refinishing Equipment.
- D. Making specification changes or performing services in connection with the relocation of Equipment (except as provided in Section III (G), alteration, or the addition or removal of attachments, features or other devices not classified as Engineering Changes.

VIII. LIMITATION OR REMEDY

- A. **AMS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING MAINTENANCE SERVICES OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, OR THE SOLE REMEDY FOR AMS'S LIABILITY FOR NEGLIGENCE WITH RESPECT TO MAINTENANCE SERVICE FURNISHED UNDER THIS AGREEMENT AND ALL OTHER PERFORMANCE BY AMS UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE MAINTENANCE SERVICE PROVIDED BY AMS, OR A REFUND NOT TO EXCEED THE AMOUNT CHARGED BY THE EQUIPMENT MANUFACTURER TO RE-PERFORM ANY DEFECTIVE MAINTENANCE SERVICE PERFORMED BY AMS, AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- B. **AMS ACKNOWLEDGES THAT ITS EMPLOYEES OR OTHER PERSONNEL ACTING UNDER ITS DIRECTION, IN PERFORMING AMS'S OBLIGATIONS UNDER THIS AGREEMENT, DO SO AT THEIR OWN RISK, AND THE CUSTOMER ASSUMES NO LIABILITY FOR ANY**

DEATH, INJURY OR DAMAGE TO THE PROPERTY OF ANY SUCH PERSON OCCURRING AS A RESULT OF OR CONNECTED WITH THE PERFORMANCE BY THAT PERSON OF WORK PURSUANT TO THIS AGREEMENT. AMS INDEMNIFIES THE CUSTOMER AND HOLDS IT HARMLESS AGAINST ANY ACTION, CLAIM OR DEMAND WHATSOEVER ARISING FROM ANY SUCH DEATH, INJURY, OR DAMAGE TO PROPERTY.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AMS REPRESENTS AND WARRANTS TO THE CUSTOMER THAT AMS IS FULLY ENTITLED TO PERFORM ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT, AND IN PARTICULAR THAT IT IS ENTITLED TO HAVE IN ITS POSSESSION, AND USE, ANY DOCUMENTATION OR COMPUTER SOFTWARE ("MATERIALS") USED BY AMS IN THE PERFORMANCE OF THOSE OBLIGATIONS. AMS HEREBY INDEMNIFIES THE CUSTOMER AND HOLDS IT HARMLESS AGAINST:

- (1) ANY ACTION, SUIT, ORDER, INJUNCTION, CLAIM, OR DEMAND OF ANY SORT ARISING FROM, OR DIRECTLY OR INDIRECTLY CONNECTED WITH, AMS'S USE OF MATERIALS;**
- (2) ANY DAMAGES, INCLUDING WITHOUT LIMITATION THE COSTS OF MAINTENANCE OF THE EQUIPMENT BY ANOTHER CONTRACTOR OR THE MANUFACTURER OF THE EQUIPMENT, WHICH THE CUSTOMER MAY SUFFER AS A RESULT OF THE INABILITY OF AMS TO COMPLY WITH ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT. WHERE SUCH INABILITY IS CAUSED DIRECTLY OR INDIRECTLY BY ACTION TAKEN BY ANY ENTITY WITH THE INTENTION OF CHALLENGING OR PREVENTING OR LIMITING AMS'S USE OF MATERIALS UPON ANY GROUNDS WHATSOEVER; AND**
- (3) ANY ATTORNEY'S FEES AND LEGAL COSTS OF ANY SORT WHICH THE CUSTOMER MAY BE OBLIGED TO INCUR AS A RESULT OF CIRCUMSTANCES REFERRED TO IN PARAGRAPH 1 OR PARAGRAPH 2 ABOVE.**

IX. TAXES

No Taxes should be accrued as part of this service agreement..

X. TERMINATION

- A. If a party to this Agreement petitions for reorganization under the Bankruptcy Act or is adjudicated as Bankrupt, or if a receiver is appointed for that party's business or if that**

party defaults in payment of any sum due hereunder, or otherwise fails to fulfill its obligations under this Agreement, then the other party shall, without further notice, have the immediate right to terminate this Agreement, without prejudice to any other remedies which that party may have.

- B. If AMS fails to properly perform its duties for services under this Agreement the Customer shall notify AMS of such deficiency in writing and shall allow AMS a period of thirty days after such written notice to correct its problems. Failure of AMS to correct the identified problems to the Customer's satisfaction, or three such deficiency notifications within any Six months period, shall be grounds for immediate termination of this Agreement should the Customer choose such action.

XI. ADDITIONAL EQUIPMENT

- A. Additional Equipment may be added to the Agreement as required by the Customer at no charge for installation labor by AMS. Monthly maintenance charges for such additional equipment shall be the same as for like equipment as set out in Schedule A and unless the parties agree otherwise, the remaining terms and conditions of this Agreement shall apply to the added equipment. Maintenance charges for any additional equipment, not currently covered by Schedule A, shall be negotiated between the parties prior to implementation.

XII. GENERAL PROVISIONS

- A. Customer represents that it is the owner of the Equipment or if not the owner that it has the authority to enter into this Agreement.
- B. AMS retains the right to subcontract any maintenance service described herein to mutually agreeable subcontractor(s), including the Equipment manufacturer, provided that such subcontractor(s) shall possess qualifications equivalent to those of AMS.
- C. Except as provided in Paragraph B of this section, neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other party provided, however, that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of the entire business of either party, shall acquire all interest of such party hereunder, and AMS shall be entitled to assign all or part of the payments under this Agreement. Any prohibited assignment shall be null and void.

- D. This Agreement shall be governed by the laws of the State of Alabama. There are no understandings, agreements, or representations, express or implied, not specified in this Agreement.
- E. The terms and conditions of the Agreement shall prevail notwithstanding any variances with the terms and conditions of any order submitted by **Customer**. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled, or waived in whole or in part, except by written amendment by the parties hereto.
- F. No action, regardless of form, arising out of transaction under this Agreement, may be brought by either party more than three (3) years after the cause of action has accrued.

XIII. DISPUTES

IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ITS BREACH, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE FIRST THROUGH DIRECT DISCUSSIONS AND NEGOTIATIONS. IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS OR NEGOTIATIONS, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE BY NON-BINDING MEDIATION. THE LOCATION OF THE MEDIATION SHALL BE MONTGOMERY, ALABAMA. EITHER PARTY MAY TERMINATE THE MEDIATION AT ANY TIME AFTER THE SESSION, BUT THE DECISION TO TERMINATE MUST BE DELIVERED IN PERSON TO THE OTHER PARTY AND THE MEDIATOR. ENGAGING IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES CANNOT AGREE ON A MUTUAL RESOLUTION THEN ANY DISPUTES NOT RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA BETWEEN THE MONTGOMERY COUNTY COMMISSION AND ALTERNATIVE MAINTENANCE SOLUTIONS.

AGREED TO:

Montgomery County Commission
100 S. Lawrence St.
Montgomery Al 36104

BY: _____
TITLE: _____
DATE: _____

ACCEPTED BY:

Alternative Maintenance Solutions of Ga. Inc
2451 Cumberland Pkwy Ste 3587
Atlanta Ga 30339

BY: _____
TITLE: _____
DATE: _____



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

M E M O R A N D U M

February 14, 2013

TG

TO: Donnie Mims
FROM: Tommy Gallion

RE: Alternative Maintenance Solutions
Maintenance Agreement

I have reviewed your February 13, 2013 memorandum, the February 12, 2013 memorandum from Pat Silas to you, the Maintenance Agreement by and between Montgomery County Commission and Alternative Maintenance Solutions of Georgia, Inc ("AMS"), the February 4, 2013 memorandum from Lou Ialacci to Pat Silas, and the February 11, 2013 memorandum from Lou Ialacci to you.

The Maintenance Agreement is legal and binding upon the parties. I do not have any changes to the agreement. Based on Lou Ialacci's memorandums, AMS was the low bidder that meets the County's specifications and will save the County approximately \$10,000 the first year.

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

50051-317
4730363_1

12-12

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

MAR 11 2013

March 7, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the February 19, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 200 on the next agenda for the Detention Facility.

I am requesting approval of this item.

DLM/tn

Attachment

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

ORIGINAL

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 200

Proposed Effective Date February 4, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 PCT

Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date February 1, 2013

Department Head RT

2. Administrative Review

- () Approved
 () Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee:

Date _____

Appointing Authority _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

MAR 11 2013

January 17, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

During the February 19, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff, Corporal – Position Number 165
- (3) Deputy Sheriff Trainee/Deputy Sheriff – Position Number To Be Determined

I am requesting approval of these items.

DLM/tn

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Deputy Sheriff, Corporal

Position Number 165

Proposed Effective Date February 18, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PS2 - \$37,211 - \$47,900

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-promotion)

Date February 12, 2013

D T Marshall
Department Head DM

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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

POSITION FILL REQUEST ORIGINAL

COMPLETED ACTION DATES

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date February 18, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$35,066 PS104
Deputy Sheriff - \$36,186 - \$45,139 PS1

D T Marshall Date February 12, 2013
 Department Head

2. Administrative Review

- () Approved
 () Disapproved

 Funding Authority

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

 Personnel Director Date _____

4. Selectee:

 Appointing Authority Date _____

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
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Agenda

MAR 11 2013

February 25, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Service Maintenance Worker I - Housekeeping

Please see attached memo from Pat Silas, Purchasing Manager, requesting to fill two vacancies due to the retirement of George Williams and the transfer of Leon Powell to the Sheriff's Office leaving the staff short.

The moving of Family Court back to Annex I has increased the work load. In addition, the Judges prefer the County Employees to clean their offices during normal business hours.

I was advised to place this item on the next agenda for approval for the March 11, 2013 Commission Meeting. I recommend approval of this request.

If you have any question, please contact me.

JAM/tm

Attachment

MEMORANDUM

TO: John A. Mitchell, Deputy Administrator
FROM: Pat Silas, Purchasing Manager 
DATE: February 13, 2013
SUBJECT: Service Maintenance Worker 1 - Housekeeping

Request that I be allowed to fill two (2) vacancies within the Housekeeping Dept. at Annex I.

One person has retired and one person transferred to the Sheriff's Office, leaving the staff short.

Since the moving of the Family Court back to Annex I, it has added more work in this building which will require added personnel to the already short staff.

Applications are being taken in the Purchasing Office and will be considered in the order they are received.

The pay grade for the Service Maintenance Worker 1 is S01 - \$19,656 - \$27,980.

Please make this effective March 18, 2013.

Your help with this matter is most appreciated.

Attachment
Position Fill Request

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Support Services-Purchasing

DEPARTMENT HEAD: Pat Silas, Purchasing Manager

SUPERVISOR: Pat Silas

1. 02/13/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Service Maintenace Worker 1

POSITION NUMBER 260701024- Replacing Leon Powell

PROPOSED EFFECTIVE DATE March 18, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S01) (\$19,656 - \$27,980) Step 1

Department Head

Pat Silas

Date:

02/22/2013

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional

Candidates

Open-Competitive

Candidates

Transfer

Candidates

DATE

Personnel Director

4. SELECTEE: _____

Date

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Support Services-Purchasing

DEPARTMENT HEAD: Pat Silas, Purchasing Manager

SUPERVISOR: Pat Silas

1. 02/13/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Service Maintenace Worker 1

POSITION NUMBER 260701023- Replacing George Williams

PROPOSED EFFECTIVE DATE March 18, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S01) (\$19,656 - \$27,980) Step 1

Department Head

Pat Silas

Date:

02/22/2013

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional

_____ Candidates

Open-Competitive

_____ Candidates

Transfer

_____ Candidates

DATE

Personnel Director

4. SELECTEE: _____

Date

Appointing Authority

5. () Manpower data entered by _____ Date

() Payroll entered by _____ Date

**Montgomery County
Youth Facility**

Agenda

MAR 11 2013

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: February 19, 2013
Re: Juvenile Detention Officer Fill Request

We recently promoted Juvenile Detention Officer Ashlee London to fill a Juvenile Probation Officer vacancy. I am requesting approval at the formal session of the March 4th County Commission Meeting to fill the Juvenile Detention Officer vacancy created by this promotion.

Thank you for your consideration!

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Detention Officer I (to replace Ashlee London)

POSITION NUMBER: 900300018

ORIGINAL

PROPOSED EFFECTIVE DATE: 3/4/2013

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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

Bruce R. Howell

Department Head

2/5/2013
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 11 2013

Request # 2

Date: February 27, 2013
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

[Signature]

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: April 15, 2013 Return Date: April 16, 2013
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend Financial Statements Workshop

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: \$102.12 Advance Registration Required: \$75.00

Department Name: Finance Fund Name: General

Additional Comments: Registration \$75 Mileage \$27.12

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$102.12 and advance registration of \$75.00 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>\$310.84</u>	
Budget Available:	<u>\$2,689.16</u>	
Current Requests:	<u>\$102.12</u>	
Budget Balance:	<u>\$2,587.04</u>	

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 2/27/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

MAR 11 2013

Date: February 28, 2013

To: Donald L. Mims, Administrator

From: Lou Ialacci

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: New Orleans, LA

Departure Date: June 2, 2013

Return Date: June 8, 2013

Conference Leave (Days / Hours): 6 days

Purpose of Travel: Microsoft TechEd Training Session

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

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

Total (est.) Cost: \$3,700.00 Advance Registration Required: \$1,895.00

Department Name: Information Systems Fund Name: General

Additional Comments: Above estimate includes conference registration, lodging, meals, mileage,
and parking.

TOTAL ASSUMES PURCHASE AT DISCOUNTED RATE BY 03/22/2013

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$3,700.00 and advance registration of \$1,895.00 is authorized.

To be completed by the Finance Department

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

Description: Registration & Training

Current Budget: \$20,000.00

Approved Requests: \$1,055.71

Budget Available: \$18,944.29

Current Requests: \$3,700.00

Budget Balance: \$15,244.29

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/28/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 11 2013

Request # 10

Date: March 5, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn University Montgomery
Departure Date: March 12, 2013 Return Date: March 12, 2013
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Stress Management for Law enforcement officers

Annie Hamilton, Tony Hawthorne, Brian Recher, Joseph White, Kenneth Arnold

Traveler (s) Name: 1. Patricia Boyd, Dale Clarke 4. Verlesa Manora
2. Brandi Alexander 5. Andre Woods, Annie Smith
3. Iverirvella Oliver 6. Vincens Ruise, Marion Waver

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

Total (est.) Cost: \$0.00 Advance Registration Required: None

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: Free training

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 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>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,248.00</u>	
Budget Available:	<u>\$3,752.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$3,752.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAR 11 2013

Date: March 5, 2013

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery Alabama

Departure Date: March 13, 2013

Return Date: March 13, 2013

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: Attend conference on Adopted Adolescents and their families

Traveler (s) Name: 1. Garry Gregg 4. _____
2. Lois Caffey 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$90.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$90.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52604.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$1,248.00</u>
Budget Available:	<u>\$3,752.00</u>
Current Requests:	<u>\$90.00</u>
Budget Balance:	<u>\$3,662.00</u>

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 11 2013

Request # 12

Date: March 5, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery Alabama
Departure Date: March 22, 2013 Return Date: March 22, 2013
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Attend the Montgomery Administrative Assistants Conference

Traveler (s) Name: 1. Gwen Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$149.00 Advance Registration Required: _____
Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$149.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,248.00</u>	
Budget Available:	<u>\$3,752.00</u>	
Current Requests:	<u>\$239.00</u>	
Budget Balance:	<u>\$3,513.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/5/2013
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAR 11 2013

Date: February 25, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tampa, Fl
Departure Date: June 2, 2013 Return Date: June 6, 2013
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend PRIMA'S Annual Conference

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

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

Total (est.) Cost: \$1,744.04 Advance Registration Required: \$570.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$570.00; Airfare - \$280.00; Mileage - \$103.96; Lodging - \$790.08
(Flying out of Birmingham Airport)

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

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,744.04 and advance registration of \$570.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$4,208.16</u>	
Budget Available:	<u>\$10,791.84</u>	
Current Requests:	<u>\$1,744.04</u>	
Budget Balance:	<u>\$9,047.80</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

MAR 11 2013

Date: February 20, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 20, 2013 Return Date: March 22, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Auburn University Property Tax Education - "PT Exemptions and Abatements"
course

Traveler (s) Name: 1. Clay Henley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$200.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$2,744.36</u>	
Budget Available:	<u>\$27,255.64</u>	
Current Requests:	<u>\$200.00</u>	
Budget Balance:	<u>\$27,055.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/25/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

MAR 11 2013

Date: February 15, 2013
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: March 25, 2013 Return Date: March 25, 2013
Conference Leave (Days / Hours): 8 Hours
Purpose of Travel: to attend Auburn University Workforce Development Conference at Renaissance Hotel

Traveler (s) Name: 1. Barbara Montoya 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$45.00 Advance Registration Required: \$45.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Barbara M. Montoya, Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$45.00 and advance registration of \$45.00 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>\$2,736.45</u>	
Budget Available:	<u>\$12,263.55</u>	
Current Requests:	<u>\$45.00</u>	
Budget Balance:	<u>\$12,218.55</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/19/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

MAR 11 2013

Date: February 20, 2013
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: April 11, 2013 Return Date: April 11, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: ASU Spring 2013 Career Fair

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

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

Total (est.) Cost: \$300.00 Advance Registration Required: \$300.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: PLEASE USE ACCOUNT NUMBER 123-51961-190 RECRUITING

To: Barbara M. Montoya, Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961.190</u>	(ex: 000-00000-000)
Description:	<u>Recruitment Expense</u>	
Current Budget:	<u>\$2,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$2,000.00</u>	
Current Requests:	<u>\$300.00</u>	
Budget Balance:	<u>\$1,700.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

MAR 11 2013

Date: March 4, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 4, 2013 Return Date: August 7, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the Alabama Association of Public Personnel Administrators
Annual Conference

Traveler (s) Name: 1. Barbara M. Montoya 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$720.00 Advance Registration Required: \$250.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Barbara M. Montoya, Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$720.00 and advance registration of \$250.00 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>\$2,736.45</u>	
Budget Available:	<u>\$12,263.55</u>	
Current Requests:	<u>\$765.00</u>	
Budget Balance:	<u>\$11,498.55</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

MAR 11 2013

Date: March 5, 2013
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 15950 Mosley Road, Stapleton, AL 36578
Departure Date: April 4, 2013 Return Date: April 4, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Training in the Advanced Fourth Amendment Law

Traveler (s) Name: 1. Tracy Pezold 4. _____
2. J.R. Hornsby 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$130.00 Advance Registration Required: \$50.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$130.00 and advance registration of \$50.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,650.00</u>	
Approved Requests:	<u>\$11,715.99</u>	
Budget Available:	<u>\$934.01</u>	
Current Requests:	<u>\$130.00</u>	
Budget Balance:	<u>\$804.01</u>	

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 3/6/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 11 2013

Request # 7

Date: March 5, 2013
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 15950 Mosley Road, Stapleton, AL 36578
Departure Date: March 27, 2013 Return Date: March 27, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend an Investigating Sexual Assault Crimes class

Traveler (s) Name: 1. J.R. Hornsby 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

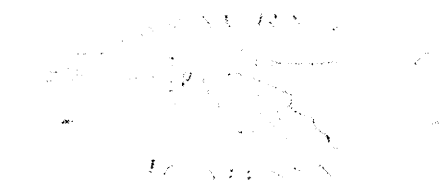
To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,650.00</u>	
Approved Requests:	<u>\$11,715.99</u>	
Budget Available:	<u>\$934.01</u>	
Current Requests:	<u>\$180.00</u>	
Budget Balance:	<u>\$754.01</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 3/6/2013
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

MAR 11 2013

Date: March 6, 2013
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 240 Paul W. Bryant Drive, Tuscaloosa, AL

Departure Date: April 2, 2013

Return Date: April 5, 2013

Conference Leave (Days / Hours): 4 days

Purpose of Travel: To attend ASADS Conference

Traveler (s) Name: 1. ReBecca Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$700.00

Advance Registration Required: \$0.00

Department Name: Community Corrections

Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,650.00</u>	
Approved Requests:	<u>\$11,715.99</u>	
Budget Available:	<u>\$934.01</u>	
Current Requests:	<u>\$880.00</u>	
Budget Balance:	<u>\$54.01</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/6/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 11 2013

Request # 24

Date: February 25, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, AL
Departure Date: April 5, 2013 Return Date: April 7, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend: ADAA 2013 Spring Extended Business Session

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,056.00 Advance Registration Required: \$375.00
Department Name: District Attorney Fund Name: 760-51260-265
Additional Comments: Ms Brooks would like the option of using either vehicle

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

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,056.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$4,231.50</u>	
Budget Available:	<u>\$40,768.50</u>	
Current Requests:	<u>\$1,056.00</u>	
Budget Balance:	<u>\$39,712.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/26/2013
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 25

Agenda

MAR 11 2013

Date: March 6, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dallas, Texas
Departure Date: April 15, 2013 Return Date: April 19, 2013
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: To Attend: 13th Annual Family Justice Center Conference

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

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

Total (est.) Cost: \$3,449.00 Advance Registration Required: \$700.00

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

Additional Comments: _____

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

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$3,449.00 and advance registration of \$700.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$4,231.50</u>	
Budget Available:	<u>\$40,768.50</u>	
Current Requests:	<u>\$4,505.00</u>	
Budget Balance:	<u>\$36,263.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/6/2013

cc: Finance Director / Buyer