

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

FEBRUARY 3, 2014

AGENDA

INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Executive Director Rebecca R. Morris with Second Chance Foundation
Juvenile Court Administrator Bruce Howell
Platt Boyd with Seay, Seay & Litchfield, P.C.
Choona Lang with Homeview Holistic Family Community Center, Inc.

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Harris

Pledge of Allegiance Led By Commissioner Ingram

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of January 21, 2014

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Authorizing the Changing of the Meeting Date of the March 3, 2014 County Commission Meeting to March 10, 2014, County Commission
2. Consider County Tax Levies for the Year 2014, County Commission
3. Consider Contract with Dallas County to House Juveniles for Montgomery County, Subject to Review by County Attorney, Youth Facility
4. Consider Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to Provide Medical Services for Youth Detained at the Youth Facility, Youth Facility
5. Consider Allocation of Space in Annex III, 2nd Floor to Judge of Probate for use as Mailroom, County Commission
6. Consider to Recognize and Deny Claim Filed by Charsanders Sanderson, County Commission
7. Consider to Recognize and Deny Claim Filed by Danny Lee Dennis, Next of Kin, and Husband of Norma Rasdas Dennis, County Commission
8. Consider to Recognize and Deny Claim Filed by Tanisha Timmons and minor Taniya Timmons, County Commission
9. Consider Payment of Membership Dues to Public Relations Council of Alabama for Manager of Public Affairs DiDi Henry, Public Affairs
10. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
11. Consider Bid Award for Delivery of Election Equipment, Bid No. 51910-13B-038, Probate Judge's Office (Elections)
12. Consider Bid Award for Moving Youth Facility Equipment and Files to the Detention Facility and Other Buildings, Bid No. 51100-13B-039, Youth Facility
13. Consider Irregular Step Increase for Mapping Supervisor (CO0210) from A10, Step 3 to A10, Step 6, Appraisal Department
14. Consider Position Fill Requests for Eight (8) County Road Equipment Operator I's, Position Numbers 610551017, 610551019, 620551019, 620551022, 630551020, 630551023, 630551025, and 660551003, Engineering Department
15. Consider Position Fills for Eleven (11) Service Maintenance Worker I Positions, Engineering Department
16. Consider Position Fill Request for Revenue Examiner, Position Number 810117004, Tax and Audit Department

17. Consider Travel/Training Requests (8)

Reports from Staff:

County Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Chairman Paul Winn and Board Members Lewis Figh and Clay Torbert with Blue Gray
National Collegiate Tennis Classic

Reports from Staff:

County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

FEBRUARY 3, 2014

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

FEBRUARY 17, 2014

County Holiday (George Washington's & Thomas Jefferson's
Birthdays)

FEBRUARY 18, 2014

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 3, 2014

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 17, 2014

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

PERSONNEL ACTIONS

Fill action continues for 2 Appraiser I's – Appraisal Department
Fill action continues for 1 Appraiser Technician – Appraisal Department
Fill action continues for 1 Mapper – Appraisal 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 2 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Groundskeeper – Support Services Department
Fill action continues for 1 Painter II – Support Services Department
Fill action continues for 1 Purchasing Manager – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
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 Investigator I – District Attorney's Worthless Check Unit
Fill action continues for 1 Investigator II – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 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 1 Director – District Attorney Pre-Trial
Fill action continues for 23 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 2 Road Maintenance Supervisor's – Engineering Department
Fill action continues for 3 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Assistant Tag and License Supervisor – Probate Judge's Office
Fill action continues for 8 Customer Service Clerks (Part-Time) – Probate Judge's Office
Fill action continues for 1 Voter Education & Outreach Specialist – Probate Judge's Office
(Elections)
Fill action continues for 1 Assistant Director of Elections – Probate Judge's Office (Elections)
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 1 Deputy Sheriff Corporal – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 1 Deputy Sheriff/Deputy Sheriff Trainee – Sheriff's Office
Fill action continues for 1 Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Retired RSA Employee – Sheriff's Office
Fill action continues for 1 Latent Fingerprint Examiner – Sheriff's Office
Fill action continues for 1 Emergency Communication Operator I/II – Sheriff's Office
Fill action continues for 2 Relief Cook – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part-Time) – Youth Facility

February 3, 2014

Agenda

FEB - 3 2014

02-03-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-17-14

Check Number	To	Check Number
240846		240916
Total Checks Paid		\$383,537.99

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

Agenda

FEB - 3 2014

02-03-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-17-14

Check Number	To	Check Number
240919		241006
Total Checks Paid		\$405,770.33

CHECK #	PAYEE	AMOUNT	DATE
240917	Center for Governmental Services	\$ 1,200.00	01/16/14
240918	National Sheriff's Association	\$ 155.00	01/16/14

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

02-03-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-24-14

Check Number	To	Check Number
241007		241049
Total Checks Paid		\$18,940.65

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

Agenda

FEB - 3 2014

02-03-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-24-14

Check Number	To	Check Number
241051		241113
Total Checks Paid		\$817,420.74

CHECK #	PAYEE	AMOUNT	DATE
241050	Onin Staffing, LLC	\$ 4,024.42	01/23/14

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

02/03/14 Meeting
Agenda

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

FEB - 3 2014

CHECKS ARE DATED
01/24/14

Payroll Check Number	118666	To	Payroll Check Number	118753	\$ 62,609.34
Direct Deposits					\$ 771,781.36
Payroll Check Number	118754	To	Payroll Check Number	118781	\$ 244,062.80
Direct Deposits					\$ 333,044.10
Federal Deposits					\$ 302,035.15
Total Payroll Paid					\$ 1,713,532.75

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

FEB - 3 2014

January 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Changing of Commission Meeting Date

The Montgomery County Commission, at its meeting on January 21, 2014, agreed to place on the next agenda a Resolution authorizing the changing of the meeting date of the March 3, 2014 County Commission meeting to March 10, 2014, to accommodate those County Commissioners who will be attending the NACo Legislative Conference in Washington D.C., from March 2-5, 2014.

I am requesting approval of this item.

DLM/tn

Attachment

RESOLUTION

WHEREAS, Alabama Code § 11-3-8 provides that the County Commission of any county in the State of Alabama may by resolution alter the regular meeting days as necessary; and,

WHEREAS, the County Commission may reschedule a regular meeting that falls on a legal holiday, and may alter the regular meeting days as necessary; and

WHEREAS, the County Commission wishes to change the County Commission meeting date of March 3, 2014, to March 10, 2014, to accommodate those County Commissioners who will be attending the NACo Legislative Conference in Washington D.C., from March 2-5, 2014,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to move the Commission Meeting date of March 3, 2014, to March 10, 2014, with the meeting time to remain the same.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 3rd day of February 2014.

ATTEST:

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

Donald L. Mims, Administrator

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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Agenda

FEB - 3 2014

January 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: County Tax Levies for the Year 2014

The Montgomery County Commission, at its meeting on January 21, 2014, agreed to place on the next agenda the County Tax Levies for the Year 2014.

I am requesting approval of these items.

DLM/tn

Attachment

COUNTY TAX LEVIES FOR THE YEAR 2014

RESOLUTION #1

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that for the purpose of paying the expenses of Montgomery County for the current tax year, there is hereby levied for the tax year 2014, a tax of fifty cents upon each \$100.00 of taxable property in said County liable or subject to taxation for the year 2014, which began with October, 2013.

RESOLUTION #2

RESOLVED, that it is hereby ordered by this County Commission of Montgomery County, that for the purpose of paying any debt or liability now existing incurred for erection, construction or maintenance of necessary public buildings, bridges, or roads, there is hereby levied a special tax of twenty-five cents upon each \$100.00 of taxable property subject to or liable to taxation in said County for the tax year 2014, which began with October, 2013.

RESOLUTION #3

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that there be and is hereby levied in the County of Montgomery, Alabama, effective on June 1, 1951, an excise tax of one-cent per gallon upon the sale of gasoline and other motor fuels, as defined in said Act of the Legislature of Alabama, approved May 30, 1951. The proceeds of said tax when collected by this Commission, less the cost of the collection of same, shall be paid monthly to the custodian of County school funds of Montgomery County, to be used for the maintenance and operation of the public school system of said Montgomery County, Alabama.

RESOLUTION #4

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Monday, February 3, 2014, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2013-2014, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 93-319 of the Regular Session of the 1993 Legislature of Alabama.

RESOLUTION #5

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Monday, February 3, 2014, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2013-2014, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 2001-449 of the Regular Session of the 2001 Legislature of Alabama.

RESOLUTION # 6

There is hereby levied upon all property and subjects of taxation within Montgomery County for the tax year that began October 1, 2013 (for which tax year taxes become due and payable on October 1, 2014), and for each succeeding tax year thereafter as set forth below, the following:

A special countywide tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, for a period of twenty (20) consecutive years beginning with the levy of the tax that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 1 of Amendment No. 3 of the said Constitution and the said election held in Montgomery County, Alabama, on November 2, 2004.

RESOLUTION # 7

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries of which are conterminous with the corporate limits of the City of Montgomery), for the tax year that began October 1, 2013 (for which tax year taxes become due and payable on October 1, 2014), and for each succeeding tax year thereafter for the remaining period of eleven (11) consecutive years a special district school tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, beginning with the levy that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 2 of Amendment No. 3 of the said Constitution and the said election held on November 2, 2004.

RESOLUTION #8

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 1 (the boundaries outside the corporate limits of the City of Montgomery excluding the Town of Pike Road) and Montgomery County School District No. 4 (Town of Pike Road) for the tax year that began October 1, 2013 (for which tax year taxes become due and payable on October 1, 2014), a special district school tax at the rate of six and one-half (6-1/2) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

RESOLUTION #9

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries inside the corporate limits of the City of Montgomery excluding the areas not receiving all city services) and Montgomery County School District No. 3 (the areas inside the corporate limits of the City of Montgomery not receiving all city services) for the tax year that began October 1, 2013, (for which tax year taxes become due and payable on October 1, 2014) a special district school tax at the rate of three (3) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

Agenda

FEB - 3 2014

Memo

To: Mr. Donnie Mims, County Administrator
From: Bruce R. Howell, Juvenile Court Administrator
Date: January 30, 2014
Re: Dallas Detention Bed Contract



Please place the attached Dallas County contract on the February 3rd County Commission formal agenda for approval and signatures. This contract is for the purchase of beds from Dallas County during the Youth Facility renovation.

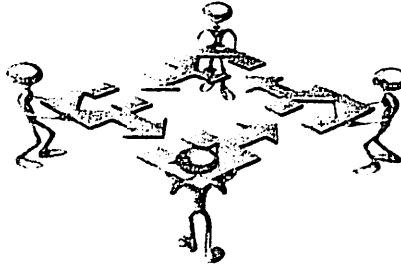
Thank you for your consideration in this matter.

DALLAS COUNTY JUVENILE DETENTION CENTER

996 SELFIELD ROAD

334-876-4809 • FAX 334-876-4819

SELMA, ALABAMA 36703



Hon. Bob Armstrong
District Judge

Marcus Hannah
Team Member

Kimberly Davis
Team Member

Melinda Woods
Team Member

Hon. Kimbrough L. Ballard
Probate Judge

Dallas County Commissioners
Larry Nickles
Roy Moore
Connell Towns
Curtis Williams

STATE OF ALABAMA
COUNTY OF DALLAS

AGREEMENT

WHEREAS, the Dallas County Commission has constructed and operates in Dallas County the Dallas County Juvenile Detention Facility for the secure detention care of alleged and adjudicated delinquent youth;

WHEREAS, Montgomery County (hereinafter "contracting county"), a corporate and political body, desires to afford itself of the services furnished by the Dallas County Juvenile Detention Facility;

NOW THEREFORE, witness this agreement by and between Dallas County, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Dallas County covenants and agrees to detain youth for the next 9-12 months on a month by month basis at the rate of \$60.00 per day, due to construction of your facility; this will include males or females. This will be based on space available and the availability space shall be determined solely by the Dallas County Officials. The Dallas County Detention will house juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its reasonable best efforts for the care and control of juveniles detained in the Detention Facility.
2. Dallas County shall not be responsible for any doctor bills, hospital bills, medical bills or other bills for the health and welfare of the juveniles housed in the Detention Facility and Contracting County covenants and agree to pay all said expenditures, or to reimburse Dallas County for any expenditure it may make in those regards. Contracting County is responsible for the arrangement and transportation of their juvenile for medical care except in emergency situations.

3. Dallas County covenants and agrees to contact the duly authorized representative of Contracting County in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Contracting County will have authority and privilege to counsel with and visit any juvenile at the Detention Facility; such counseling and visitation is not to interfere with the normal schedules of the Detention Facility. Parents will be allowed and encourage to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Detention Facility.
4. In the event a juvenile housed at the Detention Facility shall become disruptive or "beyond control" while detained or in the custody of the Detention Facility, Contracting County will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceeding 24 hours after notification. Mentally retarded, mentally ill or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. The determination of "beyond control" shall be in the sole discretion of Dallas County. Dallas County reserves the right to reject any juvenile, in the sole discretion of Dallas County.
5. Dallas County does not and shall not accept liability for injury to any of the Contracting County juveniles housed at the Detention Facility; Contracting County covenants and agrees to hold harmless and indemnify Dallas County, its officers, agents, servants and employees, from any liability damages, costs and attorney's fees in any action brought by any such Juveniles, his/her parents, custodians or any other person firms or corporations therefore, except intentional wrongful acts of the agents, servants, officers or employees of Dallas County. Contracting County agrees that it shall maintain liability insurance for such injuries and cause Dallas County to be additionally insured pursuant to the terms of such insurance policy.
6. All Juveniles housed at the Detention Facility and forwarded by Contracting County shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Contracting County is to contact the Detention Facility for the availability of space prior to presenting a juvenile for detention.
7. The number of days in detention shall be defined to include the day a juvenile is received but will not include the day a juvenile is released. Contracting County will receive a monthly invoice from Dallas County. Contracting County shall remit payment to Dallas County by or before the 20th of the month the invoice is received.
8. Contracting County will hold Dallas County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Detention Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Contracting County, and they will assume responsibility for payment to the provider of said services.
9. If any dispute arises between Contracting County and Dallas County, they said Contracting County agrees to have said dispute heard before a court of competent jurisdiction in Dallas County, Alabama and waives the right to file suit or have said dispute resolved in any other county.
10. This contract will continue to renew on a month to month basis for the next 9-12 months unless written cancellation is provided by either party.

IN WITNESS WHEREOF, Dallas County has caused this instrument to be executed on this, the _____ day of _____, 20____ by its County Commission and Dallas County has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, 20____.

ATTEST

ATTEST

DALLAS COUNTY

Financial Manager

COUNTY COMMISSION

Chairman

Contracting County hereby attests that this contractual agreement with Dallas County has been approved and recorded within the Commission Minutes of Contracting County. Book _____Page _____ Of the official minutes of said Montgomery County Commission.

Agenda

FEB - 3 2014

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: January 30, 2014
Re: Personal Services Contract – Dr. Adodoyin Ogunbi

Please place the attached contract on the County Commission formal agenda for February 3rd. This contract is for Dr. Ogunbi to provide medical services at the Youth Facility for the period October 1, 2013 through September 30, 2014.

Thank you for your consideration in this matter.

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2013 through September 30, 2014 for \$47,299.92.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; Nurse Practitioner or RN services six (6) hours per week; and LPN services two (2) hours on the weekend.

The nurse will keep any records required by the Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description.

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

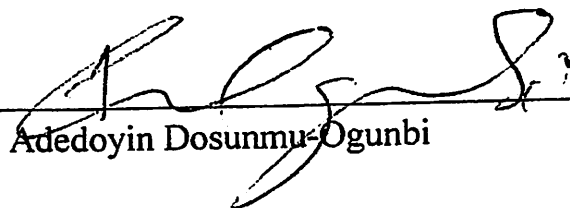
The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$3,941.66 per month for services provided at the Montgomery County Youth Facility.

The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) of 2003 is to ensure a safe, humane, and secure environment, free of threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/ Contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. Dr. Ogunbi and his staff will report all suspicion of sexual abuse or sexual harassment immediately.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

12/17/2013
Date


Dr. Adedoyin Dosunmu Ogunbi

1/7/2014
Date


Bruce R. Howell
Juvenile Court Administrator

Date

Elton Dean, Sr., Chairman
Montgomery County Commission

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2012 through September 30, 2013 for \$47,299.92.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; Nurse Practitioner or RN services six (6) hours per week; and LPN services two (2) hours on the weekend. All off-site office visits will be charged at a flat rate of \$75 per visit.

The nurse will keep any records required by the Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description.

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

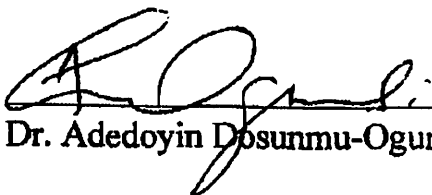
Dr. Ogunbi, or his associates, will keep any records required by the Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

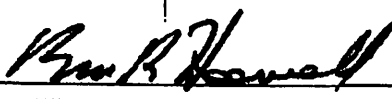
The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$3,941.66 per month for services provided at the Montgomery County Youth Facility.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

11/28/2012
Date


Dr. Adedoyin Dosunmu-Ogunbi

11/28/2012
Date


Bruce R. Howell
Juvenile Court Administrator

11/19/12
Date


Elton Dean, Sr., Chairman
Montgomery County Commission



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Agenda
FEB - 3 2014

MEMORANDUM

To: Montgomery County Commission

Cc: Chairman Dean, County Administrator Donnie Mims

From: Judge Reed's Office, Montgomery County Probate

Date: 1/29/14

Re: Signing off on the use of Revenue's unused mapping area for use as the mail room for the Probate Office.

An arrangement between the Revenue Commissioner and the Judge of Probate has been reached to use the Revenue's unused mapping area, on the 2nd floor of Annex 3, 101 S. Lawrence, as the mailroom for the probate office. The Revenue department will retain the two storage rooms in that area for its own purposes. This agreement has meet with no opposition and now requires the approval of the Montgomery County Commission to move forward. Please sign the approval line below to allow this project to move forward.

Approved _____

Date _____



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

M E M O R A N D U M

January 7, 2013

ATTORNEY/CLIENT PRIVILEGED

TO: Donnie Mims
FROM: Tommy Gallion

TTE

RE: Claim of Charsanders Sanderson

I am in receipt of your December 16, 2013 memo regarding a claim filed by Charsanders Sanderson.. I also reviewed Scott Kramer's December 9, 2013 memo to you with the enclosures from Attorney Jon E. Lewis. Based on the information that I reviewed, it is my legal opinion that this accident is the responsibility of the City of Montgomery, not Montgomery County.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

Copy: Scott Kramer

50051-317
4897881_1

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

TO: Donnie Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Charsanders Sanderson Case
General Liability Claim
DOI: June 27, 2013

DATE: December 9, 2013

We received, on December 4, 2013, a letter of representation from Lewis, Feldman & Lehane, LLC regarding Mr. Charsanders Sanderson's alleged injury on June 27, 2013. On said date, Mr. Sanderson was traveling in his vehicle on Wilmington Road. At the intersection of Wilmington & Ogden Avenue there is a stop sign which he claims he was unable to see due to overgrown vegetation. When Mr. Sanderson went through this intersection he collided with another vehicle. A Notice of Claim to Montgomery County was enclosed.

Wilmington Road and Ogden Avenue, where the alleged accident occurred, is located within the city limits of Montgomery. Therefore I am recommending this case be forwarded to Gallion's office for response and dismissal.



November 25, 2013

Via Certified Mail #7011 1570 0001 2761 6333
And Regular U.S. Mail

Montgomery County
Risk Management
101 S. Lawrence St.
Montgomery, AL 36104

RE: Our Client : Charsanders Sanderson
Date of Injury : June 27, 2013

To Whom It May Concern:

Our office represents Mr. Sanderson regarding his injury of the above referenced date. On said date, Mr. Sanderson was traveling in his vehicle on Wilmington Road. At the intersection of Wilmington Road and Ogden Avenue there is a stop sign which was unable to be seen due to overgrown branches, weeds and brush. When Mr. Sanderson went through this intersection he collided with a vehicle driven by Lavughn Henry Williams. Enclosed please find our Notice of Claim to Montgomery County.

Enclosed also for your convenience are copies of the police report, photographs taken of the scene, and a self addressed stamped envelope in which to return a signed copy of the Notice of Claim to our office.

Thank you for your time and attention to this matter. Once you have had a chance to review the enclosures, please contact my office to discuss Mr. Sanderson's claim.

Sincerely,

Jon E. Lewis

JEL/bs

Enclosures

Cc: Charsanders Sanderson

Agenda
FEB - 3 2014



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
ATTORNEY/CLIENT PRIVILEGED

January 3, 2014

TO: Donnie Mims
FROM: Tommy Gallion
RE: Danny Lee Dennis v. Coty Benton
CV-13-902171

TTG/SP

I am in receipt of your January 3, 2014 memo regarding a lawsuit filed by Danny Lee Dennis. I also reviewed the Complaint attached to your memo filed by Danny Lee Dennis. Based on the information that I reviewed, it is my legal opinion that the road alleged in the accident/complaint is not a county road. The accident was not even remotely the fault of whoever maintained the road in the first place.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

Copy: Scott Kramer

50051-317
4899835_1



IN THE CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA

DANNY LEE DENNIS, Next of Kin,	)	
and Husband of NORMA RASDAS DENNIS	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.:
	)	
COTY BENTON, an individual; and	)	
GREGORY RYAN SCOTT; and	)	
MONTGOMERY COUNTY; and	)	
A; B; C and D, fictitious Defendants	)	

There may be other entities whose true names and identities are unknown to Plaintiff at this time who may be legally responsible for the claims set forth herein who may be added by amendment by Plaintiff when their true names and identities are accurately ascertained by further discovery.

Defendants.

COMPLAINT

COME NOW PLAINTIFF, DANNY LEE DENNIS, individually, as next of Kin and as Husband and next friend of NORMA RASDAS DENNIS, a deceased person, in the above-captioned matter, and for their Complaint against COTY BENTON, an individual; GREGORY RYAN SCOTT, an individual and MONTGOMERY COUNTY, and show the Court as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. DANNY LEE DENNIS, is over the age of 19 years and is a resident citizen of Orange County, Florida. DANNY LEE DENNIS is the husband of Norma Rasdas Dennis, a deceased person, and he has the right to bring this action as the next of kin.

2. COTY BENTON is over the age of 19 years and is believed to be a resident citizen of Montgomery County, Alabama. This Defendant may be served with process at his

residence address of 3559 Old Wetumpka Highway, Montgomery, Alabama 36110.

3. GREGORY RYAN SCOTT is over the age of 19 years and is believed to be a resident citizen of Autauga County, Alabama. This Defendant may be served with process at his residence address of 1958 County Road 79, Billingsley, Alabama 36006.

4. MONTGOMERY COUNTY has the legal duty to maintain the Northern Bypass at North Belt Drive intersection and surrounding area.

5. Defendants "A" and "B", the operator and owner, respectively, of the vehicle which collided with the vehicle Plaintiff was driving on the occasion of the accident made the basis of this suit. Defendant "C", the person, firm or corporation for whose benefit the trip was being made by the Defendant on the occasion of the accident made the basis of this suit. Defendants "D", "E", and "F", the person, firm or corporation, respectively responsible for the inspection, maintenance and repair of the vehicle which collided with the vehicle Plaintiff was driving on the occasion of the accident made the basis of the suit. Defendants "G", "H", "I", and "J", that person, firm or corporation who was in control and direction of the trip being conducted by the Defendant at the time of the accident made the basis of this suit. Defendants "K", "L" and "M", the person, firm or corporation responsible for the accident made the basis of this suit. Defendant "N", the true and correct name of the driver who was driving the vehicle on the occasion of the accident made the basis of this suit. Defendant "O", the true and correct name of the persons or business entities who owned and/or operated the vehicle driven by the Defendant on or about December 20, 2012. Defendants "P", "Q", and "R", the true and correct name of the business or entity who served alcohol to the driver who was driving the vehicle on the occasion of the accident made the basis of this suit, all of whose true names are otherwise unknown to the

Plaintiff at this time, but will be added by amendment when ascertained.

6. This Court has subject matter jurisdiction over the dispute as the accident occurred in Montgomery County, Alabama and the damages far exceed \$10,000.00. Venue is therefore proper in this Court.

II. FACTS

7. On or about December 20, 2012, the wife of the Plaintiff DANNY LEE DENNIS, Norma Rasdas Dennis, was traveling east on North Boulevard, between the intersections of North Belt Drive and Contractors Drive in Montgomery County, Alabama. While Norma Rasdas Dennis was driving, she was struck by a vehicle which traveling across the median and driving in the wrong lane and into oncoming traffic. Upon information obtained, the Defendant Coty Benton was driving the vehicle that crossed the median and struck the vehicle of Ms. Dennis. The Plaintiff also believes that Defendant Benton was intoxicated and was underage at the time of his intoxication or under the influence of drugs.

8. Defendant GREGORY RYAN SCOTT, hereinafter sometimes referred to as SCOTT, was also traveling east on North Boulevard in or near Montgomery County, Alabama. Defendant Scott was at all times relevant hereto operating a vehicle that was behind the vehicle being driven by Norma Rasdas Dennis. Upon information and belief, Defendant Scott struck the vehicle of Norma Rasdas Dennis thereby contributing to her injuries and death.

9. At all times relevant hereto, Defendant Montgomery County was legally responsible for the maintenance, repair and safety of the roadway where the accident occurred.

10. There were no obstructions to any of the Defendants vision and no impediments

that prevented any of the Defendants from safely traveling on North Boulevard.

11. Defendant Coty Benton negligently and wantonly failed to operate his vehicle and control his vehicle and caused or allowed his vehicle to cross over the median into oncoming traffic and caused his vehicle to collide with that of Norma Rasdas Dennis.

12. Defendants Scott negligently and/or wantonly failed to monitor the roadway, failed to keep a proper lookout, failed to leave sufficient space between his vehicle and the vehicle being driven by Norma Rasdas Dennis and collided his vehicle into that of Norma Rasdas Dennis.

13. Defendant Benton failed to operate the motor vehicle he was driving in a safe and reasonable manner.

14. Defendant Scott failed to operate the motor vehicle he was driving in a safe and reasonable manner.

15. Defendants Benton and Scott negligently and/or wantonly collided with the vehicle being driven by Norma Rasdas Dennis.

16. At all times relevant to this action, Normas Rasdas Dennis was operating her vehicle in a safe and reasonable manner and was complying with all applicable rules of the road.

17. As a direct and proximate result of the collision caused by Defendants Benton, and Scott, Norma Rasdas Dennis suffered injuries and died as a result of her injuries sustained on or about December 22, 2012.

18. Pursuant to *Code of Alabama 1975*, §23-1-80 et seq., Montgomery County, through its Commission, is responsible for the public roads within its County borders. The

Northern Bypass, which is located in Montgomery County, Alabama, and particularly the roadway between North Belt Drive and Contractors Drive is not maintained in a reasonable safe condition in that vehicles can and have crossed over the median which is not protected or secured in any manner by guardrail or other sufficient means to prevent cross over accidents. Numerous vehicle accidents and deaths have previously occurred prior to this accident and numerous accidents have occurred since this accident.

III. CAUSES OF ACTION

COUNT 1

Negligence/Wantonness

19. Plaintiff re-alleges and incorporates the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

20. Defendants Benton and Scott negligently and/or wantonly failed to exercise reasonable care in the operation of either their vehicles which they were operating and driving at the time of the collision at issue in this case, thereby causing the collision at issue in this case or contributing to such collision.

21. Upon information and belief, Defendants Benton and Scott knowingly and/or recklessly failed to operate either their vehicles with reasonable care and further committed those actions and inactions set forth elsewhere herein, which constitutes wantonness.

22. As a direct and proximate result of the actions of Defendants, jointly and severally, Norma Rasdas Dennis died, and Plaintiff, on behalf of and as next of kin of Norma Rasdas Dennis seeks to recover for such suffered injuries and death.

COUNT 2

Negligence and Wantonness *per se*

23. The Plaintiffs re-allege and incorporate the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

24. Defendants Benton and Scott negligently and/or wantonly violated Alabama's Rules of the Road during the operation of a motor vehicles, thereby causing the collision at issue in this case. Said violations include, but are not necessarily limited to, the following:

- a. Following too closely, in violation of Ala. Code § 32-5A-89;
- b. Driving at a speed that was excessive given the existing traffic conditions, in violation of Ala. Code § 32-5A-170; and
- c. Driving a vehicle carelessly and heedlessly in willful or wanton disregard for the rights or safety of others on the roadway and/or without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger other persons, in violation of Ala. Code § 32-5A-190.
- d. Violating the rules of the road in driving on the wrong side of the road.
- e. Violating the rules of the road in that Benton was under the influence of drugs or alcohol at the time he was operating his vehicle, thereby causing or contributing to the accident.

25. The actions and inactions of Defendants Benton and Scott, as set forth herein, constitute negligence and wantonness *per se*.

26. As a direct and proximate result of the actions of Defendants, jointly and severally, Norma Rasdas Dennis died, and Plaintiff on behalf of and as next of kin of Norma Rasdas Dennis seeks to recover for such suffered injuries and death.

COUNT 3

Wrongful Death

27. Plaintiffs re-allege and incorporate the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

28. Defendants Benton and Scott operated their motor vehicles negligently and/or wantonly in the manner set forth elsewhere herein.

29. As a direct and proximate result of the actions of Defendants, jointly and severally, Norma Rasdas Dennis died. Plaintiff, Danny Lee Dennis is the husband, next of kin and next of friend of Norma Rasdas Dennis, a deceased person, who has the right to bring this action.

COUNT 4

Negligence/Wantonness

30. Plaintiffs re-allege and incorporate the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

31. Montgomery County has a common law duty to maintain its public roads and byways in a safe condition.

32. Montgomery County has a statutory duty to maintain its public roads located within its borders in a safe condition.

33. The Plaintiff has been informed that there have been prior accidents and deaths

that have occurred on the Northern Bypass wherein vehicles have crossed over the unprotected median causing injury and death.

34. The median between the lanes of traffic is very narrow and at the point of this accident less than 50 feet. The median is unprotected and contains no barrier sufficient to stop or contain an automobile. There is no guardrail or other means to contain traffic or prevent traffic from crossing over the median.

35. The condition of the roadway, the fact of numerous accidents, the fact of previous deaths and the need for corrective measures was known to and by Montgomery County.

36. The necessity for a guardrail or other similar corrective measure to ensure the safety of vehicle operators on the Northern Bypass in Montgomery County was known fact and ignored.

37. The posted speed limit along with the very narrow median with no barriers was a known hazardous condition that required changes to put such roadway in a safe and nonhazardous condition.

38. The failure of Montgomery County to correct this dangerous and unsafe condition resulted in multiple deaths on this roadway, including the death of Norma Rasdas Dennis.

39. But for the failure of Montgomery County to correct the known hazard and install guardrails or other similar barrier, Norma Rasdas Dennis would not have been injured or killed.

40. As a direct and proximate result of the actions and inactions of Defendant, Montgomery County, Norma Rasdas Dennis died. Plaintiff, Danny Lee Dennis is the husband, next of kin and next of friend of Norma Rasdas Dennis, a deceased person, who has the right to

bring this action.

COUNT 5

Dram Shop Claim

41. Plaintiffs re-allege and incorporate the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

42. Plaintiff brings this Dram Shop action against fictitious party Defendants pursuant to Ala. Code § 6-5-71.

43. Upon information and belief, fictitious party Defendants are located in Montgomery County, Alabama, have their principal place of business in Montgomery County, Alabama, and sold alcoholic beverages to one or more of the Defendants contrary to the provisions of Alabama law by selling and/or providing Defendants with alcoholic beverages while visibly intoxicated.

44. As a direct and proximate result of the actions of fictitious party Defendants, Defendant Benton's intoxication caused or contributed to the motor vehicle at issue.

45. As a direct and proximate result of the actions of fictitious party Defendants, Norma Rasdas Dennis died, and Plaintiff Bozeman suffered injuries.

46. As a direct and proximate result of the actions and inactions of fictitious Defendant, Norma Rasdas Dennis died. Plaintiff, Danny Lee Dennis is the husband, next of kin and next of friend of Norma Rasdas Dennis, a deceased person, who has the right to bring this action.

IV. AD DAMNUM CLAUSE

47. Plaintiffs re-allege and incorporate the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

48. As a direct and proximate result of the actions and inactions of Defendants, jointly and severally, Norma Rasdas Dennis died.

49. As a direct and proximate result of the actions and inactions of Defendants, jointly and severally, Norma Rasdas Dennis has suffered the following damages:

- a. Bodily injuries;
- b. Death;
- c. She has incurred medical expense and burial expenses;
- d. wrongful death; and
- e. punitive damages

WHEREFORE, Plaintiffs respectfully pray as follows:

1. That process issue and that Defendants be served with process in accordance with applicable law;

2. That Danny Lee Dennis as next of kin of Norma Rasdas Dennis recover punitive damages as the sole and exclusive remedy in a wrongful death case under Alabama law in an amount to be determined by the enlightened conscience of a jury;

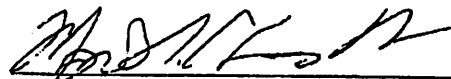
3. That Plaintiff DANNY LEE DENNIS receive compensatory damages in an amount to be proven at trial and punitive damages in an amount to be determined by the jury;

4. That Plaintiff have a trial by jury as to all claims;

5. That Plaintiff have leave to amend his Complaint in the manner prescribed by the Alabama Rules of Civil Procedure; and

6. That Plaintiff be awarded such other and further relief as this Court may deem just and proper.

Respectfully Submitted on this the 20th day of December, 2013.



Mark N. Chambless (CHA013)

Attorney for Plaintiff

PLAINTIFFS RESPECTFULLY REQUEST A TRIAL BY STRUCK JURY

SERVE DEFENDANTS BY CERTIFIED MAIL:

COTY BENTON
3559 Old Wetumpka Highway
Montgomery, Alabama 36110

GREGORY RYAN SCOTT
1958 County Road 79
Billingsley, Alabama 36006.

Montgomery County
101 South Lawrence Street
Montgomery, Alabama 36104

FEB - 3 2014



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

January 7, 2014

TTG

TO: Donnie Mims
FROM: Tommy Gallion
RE: Tanisha Timmons and Minor Taniya Timmons
Date of Injury: December 9, 2013

I have reviewed your January 2, 2014 memorandum, the letter from Attorney Shinbaum on behalf of the Timmons and the accident report.

It is my legal opinion that the Montgomery County Board of Education is not a party of County Government. It is an entity independent of the Montgomery County Commission and operates under the authority of the State of Alabama Board of Education.

Therefore, Montgomery County does not own nor employee the driver of the school bus and the claim should be denied.

McPhillips Shinbaum, L.L.P.
McPhillips, Shinbaum, Luck, Bodin & Guillot
ATTORNEYS AND COUNSELORS AT LAW

Julian L. McPhillips, Jr. *
Kenneth Shinbaum
Aaron J. Luck
James G. Bodin **
Joseph C. Guillot
Christopher Worshek

516 SOUTH PERRY STREET
P. O. BOX 64
MONTGOMERY, ALABAMA 36104
(334) 262-1911
(866) 224-8664
FAX (334) 263-2321

*Also Admitted in NY

** Also Admitted in DC

Of Counsel: G. William Gill

December 20, 2013

Mr. Donald Mims, Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102-1667

Re: Tanisha Timmons and minor Taniya Timmons
Date of Injury: December 9, 2013

Dear Mr. Mims:

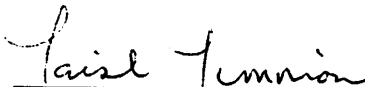
This is to inform you that this law firm and I represent Ms. Tanisha Timmons and her minor daughter Taniya Timmons.

Pursuant to *Title 6-5-20, Code of Alabama, 1975*, as amended, this is to present a claim to the Montgomery County Commission for the auto collision of December 9, 2013.

On or about December ^{9th}~~12~~, 2013, Ms. Tanisha Timmons and her minor daughter Taniya Timmons were driving on Troy Highway, in Montgomery County, Alabama when she stopped for a traffic light. Mr. Ervin Norman a Montgomery County Employee, was driving a school bus owned by Montgomery County Board of Education when he looked at his kids in the mirror and rear-ended Ms. Timmons's vehicle. A copy of the accident report is enclosed.

This therefore is to make a claim to the Montgomery County Commission for \$100,000 in compensatory damages and appropriate punitive damages determined to be reasonable and just. If you are interested in resolving this matter before suit is filed, please contact me.

Respectfully submitted on this the 20th day of December, 2013.



TANISHA TIMMONS

STATE OF ALABAMA
COUNTY OF MONTGOMERY

*
*

Before me, the undersigned authority, a Notary Public in and for said state and county, personally appeared Wayne Harper, who is known to me, and who, being by me first duly sworn, deposes and says on oath that the matters and things alleged in the foregoing are true and correct to the best of his knowledge, information and belief; and that after reading same and with full understanding of the terms, he executed the same as his free act and deed and for the uses and purposes therein expressed.

SWORN TO and SUBSCRIBED before me this the 20 day of December, 2013.



NOTARY PUBLIC

Commission Expires: Aug. 24, 2015

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: AUG 24, 2015
BONDED BY THE STATE OF ALABAMA
BONDED BY THE STATE OF ALABAMA

OF COUNSEL:

MCPHILLIPS, SHINBAUM, L.L.P.
516 S. Perry Street
P. O. Box 64
Montgomery, Alabama 36101
(334) 262-1911



JAMES G. BODIN



MONTGOMERY COUNTY COMMISSION

Office of Public Affairs

101 S. Lawrence Street, Montgomery, AL 36104 Tel. (334) 832-1270 Fax (334)-832-2533

Agenda

FEB - 3 2014

January 8, 2014

To: Montgomery County Commission

From: DiDi Henry

Re: Public Relations Council of Alabama – Montgomery Chapter Dues

I am requesting that the Commission approve the payment of my annual dues to PRCA-Montgomery for 2014. The membership includes online webinars, newsletters, conferences and information for public relations professionals that can only be obtained through membership to the organization. I have also been elected to a State PRCA office, as chapter representative, for 2014-2015.

The dues are \$285.00 a year. I have attached an invoice.

Thank you for your consideration.



Public Relations
Council of Alabama

Invoice

December 31, 2013

DiDi Henry
Public Affairs Director
Montgomery County Commission
PO Box 1667
Montgomery, AL 36102

2014 Membership Renewal, Montgomery PRCA

\$285.00

Terms—Due upon presentation. Membership not effective until check is received.

Please Remit ONLY To:

Public Relations Council of Alabama
P.O. Box 531335
Birmingham, AL 35253-1335

The Public Relations Council of Alabama is a not-for-profit business association and is not subject to tax withholding. TIN: 43-2032904

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

FEB - 3 2014

February 3, 2014

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) and to sign the contracts:

- C-2014-49: Helping Hands Outreach, for Helping the Needy Families and Homeless in Montgomery County - \$500; (Williams)
- C-2014-50: Montgomery Community Action Agency, for the Community "Relay for Health and Wellness" Weekend at Mt. Gillard Missionary Baptist Church - \$500; (Williams)
- C-2014-51: Alabama Baseball Coaches Association, Inc., for the Montgomery Miracle League - \$500; (Ingram)
- NC-2014-76: BOE, Park Crossing High School, for History Program; Attn: Tiwania Brown - \$500; (Ingram)
- NC-2014-77: BOE, Brewbaker Technology Magnet High School, for Principal's Discretionary Fund, for Governmental Legislative Program - \$500; (Harris)

DLM/tll

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.



PURCHASING

PAT SILAS, PURCHASING MANAGER
TAMMY TURNER, BUYER II
(334) 832-1603
DOT ANDERSON, BUYER I
KHRISTIE DAVIS, BUYER I
FAX (334) 832-2547

MEMORANDUM

Agenda

FEB - 3 2014

TO: Donald L. Mims, Administrator

FROM: Khristie Davis, Buyer 

DATE: January 28, 2014

SUBJECT: Invitation to Bid 51910-13B-038
Delivery of Election Equipment

Request approval of the aforementioned Invitation to Bid to the low bid, Pro Movers & Storage in the amount of \$268.00 per precinct with no additional charge for after 5:00 p.m. and weekend deliveries, be placed on the February 3, 2014, County Commission agenda. (copy of spreadsheet attached)

Coordination of award made with Mr. Daniel Baxter, Director of Elections.

Attachment

Purchasing Department

[illegible]



The Montgomery Election Center

125 Washington Avenue

Montgomery, Alabama 36104

334.832.7744

www.montgomeryelectioncenter.org

January 10, 2014

To: Khristie Davis, Buyer
Montgomery County Commission

From: Daniel A. Baxter
Director of Elections

RE: Invitation To Bid 51910-13B-038

The Montgomery Election Center recommends accepting the lowest bid from Pro Movers & Storage for the aforementioned referenced ITB.

If you have any questions please do not hesitate to contact me.

Agenda

FEB - 3 2014

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II **TT**

DATE: January 30, 2014

SUBJECT: Invitation to Bid No. 51100-13B-039,
Moving Detention at the Youth Facility

Request approval of award on the above referenced Invitation to Bid to Admiral Movers for the amount of \$2,395.00, be placed on the February 3, 2014 County Commission agenda. (copy of spread sheet attached)

Your help with this matter is appreciated.

Purchasing Department

[illegible]

NOTE 5 VENDORS ATTENDED MANDATORY PRE-BID MEETING ON JANUARY 22, 2014

BIDS WERE MAILED TO 10 VENDORS

MovingdetentionatYF

Page 1

12-2

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



Agenda

FEB - 3 2014

January 21, 2014

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner *JB*

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Mapping Supervisor Step Raise

I respectfully request your consideration and approval for a step raise for Mapping Supervisor (CO0210) Todd Grant from A10 step 3 to A10 step 6.

This request comes as a result of the recent reorganization of the Appraisal Department. Due to the reorganization, Mr. Grant's duties have been expanded to include, naming a few, responsibility for recommending and maintaining the budget for the Mapping Department and attending budget hearings. He now must develop price comparisons and recommendations for future contracts. His new duties also include administering performance evaluations for employees in his department. He is also responsible for disciplinary action within his department and will recommend any employee discipline to the Chief Appraiser if needed.

Mr. Grant is self-motivated and consistently exceeds the required standards of his position. Mapping for tax year 2014 is further ahead than it has ever been in the past. Our goal this year was to have mapping completed by the end of January and we will meet that goal. In years past, mapping has not typically been finished until late April. Along with managing mapping duties, Mr. Grant also assists the City of Montgomery's GIS department to ensure that all data transfers between the two databases are accurate. He has also been instrumental in assisting the Town Pike Road with their installation of a GIS database as it relates to parcel boundaries and addressing.

Main Office
Downtown (Annex III)
101 S Lawrence St
Montgomery, AL 35104

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

He also holds various designations and certifications. As required by both Montgomery County and the State of Alabama, he achieved the certification of Alabama Certified Mapper (ACM) in 2006. In 2009, he became certified as a Cadastral Mapping Specialist (CMS). And finally in 2009, at his own expense, he became certified as a Geographic Information Systems Professional (GISP).

In addition to these certifications, he also holds professional affiliations with the Association of American Geographers (AAG), the Urban and Regional Information Systems Association (URISA), International Association of Assessing Officers (IAAO) and the Alabama Association of Assessing Officers (AAAO).

The funds for this request are available in the 2014 budget.

CH

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT

P.O. BOX 667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

Agenda

FEB - 3 2014

January 16, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
1/16/2014

SUBJECT: Position Fills for County Road Equipment Operator I

The Engineering Department presently has a severe shortage of tractor operators (County Road Equipment Operator I's) as a result of recent retirements and promotions. This shortage of personnel will greatly inhibit our ability to keep the road right-of-ways satisfactorily mowed during the upcoming grass cutting season this spring and summer. Therefore, it is requested that we be allowed to fill eight (8) County Road Equipment Operator I vacancies. Due to the number of recent retirements, there is sufficient funding in the Engineering Department's FY 2014 budget to cover costs of these promotions. Thank you for your assistance with this matter.

GCS/gcs

Attachments

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Andrew C. McCall Jr., District I Maint. Supt.

1. 1/21/2014 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)

POSITION NUMBER 610551017

PROPOSED EFFECTIVE DATE February 17, 2014

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER

(Department Only)

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



Department Head

DATE January 21, 2014

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional

Open-Competitive

Transfer

_____ Candidates

_____ Candidates

_____ 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: Montgomery County Engineering

1. 1/21/2014 dept request

DEPARTMENT HEAD: George C. Speake, County Engineer

2. _____ admin review

SUPERVISOR: Andrew C. McCall Jr., District I Maint. Supt.

3. _____ personnel dept

4. _____ cert to admin

5. _____ dept selection

6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)

POSITION NUMBER 610551019

PROPOSED EFFECTIVE DATE February 17, 2014

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER
(Department Only)

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



Department Head

DATE January 21, 2014

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: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: William R. Betts, District II Maint. Supt .

1. 1/21/2014 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)

POSITION NUMBER 620551019

PROPOSED EFFECTIVE DATE February 17, 2014

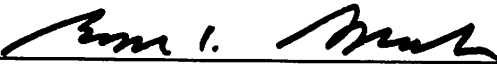
TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of
Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

 DATE January 21, 2014
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 _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: William R. Betts, District II Maint. Supt .

1. 1/21/2014 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)

POSITION NUMBER 620551022

PROPOSED EFFECTIVE DATE February 17, 2014

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER
(Department Only)

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



Department Head

DATE January 21, 2014

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: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Robert E. Chancey, District III Maint. Supt

1. 1/21/2014 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)

POSITION NUMBER 630551020

PROPOSED EFFECTIVE DATE February 17, 2014

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER
(Department Only)

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



Department Head

DATE January 21, 2014

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: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Robert E. Chancey, District III Maint. Supt

1. 1/21/2014 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)

POSITION NUMBER 630551023

PROPOSED EFFECTIVE DATE February 17, 2014

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

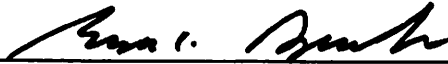
() PROMOTION REGISTER
(Department Only)

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

 DATE January 21, 2014
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 _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Robert E. Chancey, District III Maint. Supt

1. 1/21/2014 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)

POSITION NUMBER 630551025

PROPOSED EFFECTIVE DATE February 17, 2014

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER
(Department Only)

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



Department Head

DATE January 21, 2014

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

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Timothy N. Dicks, Bridge Maint. Supt.

1. 1/21/2014 dept request
 2. _____ admin review
 3. _____ personnel dept
 4. _____ cert to admin
 5. _____ dept selection
 6. _____ final review

1. POSITION TITLE County Road Equipment Operator I (0551)POSITION NUMBER 660551003PROPOSED EFFECTIVE DATE February 17, 2014

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

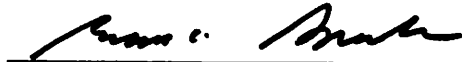
() PROMOTION REGISTER
(Department Only)

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of
 Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions


DATE January 21, 2014

Department Head

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.

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

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

Agenda

FEB - 3 2014

January 16, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
1/16/2014

SUBJECT: Position Fills for Service Maintenance Worker I

The Engineering Department presently has a severe shortage of laborers (Service Maintenance Worker I's) as a result of recent retirements, promotions, and the ongoing hiring freeze. This shortage of personnel is greatly inhibiting our ability to efficiently keep our roads and right-of-ways satisfactorily maintained and will be a severe impact to our maintenance operations during the upcoming spring and summer months of good construction weather. Therefore, it is requested that we be allowed to fill eleven (11) Service Maintenance Worker I vacancies. Due to the number of recent retirements, there is sufficient funding in the Engineering Department's FY 2014 budget to cover costs of these position fills. Thank you for your assistance with this matter.

GCS/gcs

Attachments

cc: File

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

Agenda

FEB - 3 2014

MEMORANDUM

DATE: January 27, 2014

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
01/27/2014

RE: **Replacement For Revenue Examiner Position – Critical Vacancy**

This memorandum is submitted to request approval to move forward with the Position Fill Request form for the Revenue Examiner position. Please note this vacancy was created due to the recent promotion of Ms. RoShonda Moultrie to the Revenue Auditor position. This position is especially critical to our operations, particularly as this position involves registration of new and/or unregistered businesses and collection and enforcement actions for delinquent taxpayers. This is a revenue producing position which if left vacant will have a significantly negative impact on the day to day operations and compliance and enforcement activities in the Tax & Audit Department. The revenue produced by replacing this position should continue to offset costs by an estimated three to one margin. As such, it is vitally important that this vacant position be filled at the earliest possible date to ensure our office can continue to maintain and increase our current volume of taxpayers and related site visits to taxpayers located throughout Montgomery County.

There is sufficient funding in the Tax & Audit Department's FY 2014 budget to cover the replacement for this Revenue Examiner position. I would greatly appreciate your assistance in getting this item added to the agenda at the next Montgomery County Commission meeting on Monday, February 3, 2014 so that we can promptly move forward to replace this critical vacancy. The original Position Fill Request form has already been completed and submitted separately for further action pending approval by the Montgomery County Commission (See copy attached). Thank you in advance for your prompt consideration, action and response to this request.

tah/attachment

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ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Tax & Audit Department
DEPARTMENT HEAD: Terri Henderson, Revenue Manager
SUPERVISOR: Terri Henderson, Revenue Manager

1. Position Title Revenue Examiner C00117
Position Number 810117004
Proposed Effective Date 01-13-2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A05 Step 1 \$30,785 Annual

Terri A. Henderson
Terri A. Henderson, Revenue Manager Date 01-13-2014
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 _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

FEB - 3 2014

Date: December 18, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: February 19, 2014 Return Date: February 19, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

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

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

Total (est.) Cost: \$56.00 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.00

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 02/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$56.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$257.64</u>	
Budget Available:	<u>\$3,242.36</u>	
Current Requests:	<u>\$112.00</u>	
Budget Balance:	<u>\$3,130.36</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/18/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 3 2014

Date: December 18, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: March 26, 2014 Return Date: March 26, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

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

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

Total (est.) Cost: \$56.00 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.00

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 02/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$56.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$257.64</u>
Budget Available:	<u>\$3,242.36</u>
Current Requests:	<u>\$168.00</u>
Budget Balance:	<u>\$3,074.36</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/18/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB - 3 2014

Date: December 18, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: April 16, 2014 Return Date: April 16, 2014

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Blackbelt Meeting

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

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

Total (est.) Cost: \$56.00 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.00

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 02/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$56.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$257.64</u>
Budget Available:	<u>\$3,242.36</u>
Current Requests:	<u>\$224.00</u>
Budget Balance:	<u>\$3,018.36</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/18/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB - 3 2014

Date: January 27, 2014
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alanta, GA Global Knowledge
Departure Date: March 30,2014 Return Date: April 4, 2014
Conference Leave (Days / Hours): 5 days
Purpose of Travel: CVOICE 8.0 Training for implementing upgrades and making moves, adds, and changes in the Voice over IP (VOIP) telecommunications systems

Traveler (s) Name: 1. Robert D Phaturos Jr 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,989.45 Advance Registration Required: \$3,510.25

Department Name: Information System Fund Name: General

Additional Comments: Hotel \$800.00
Meal cost \$500.00
Mileage-320 miles @ .56 \$179.20

To: Lou Ialacci
From: Donald L. Mims, Administrator

The above request is app. 02/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$4,989.45 and advance registration of \$3,510.25 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51965.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$14,031.58</u>
Budget Available:	<u>\$5,968.42</u>
Current Requests:	<u>\$4,989.45</u>
Budget Balance:	<u>\$978.97</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/27/2014

cc: Finance Director / Buyer

17-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda
FEB - 3 2014

Date: January 22, 2014
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 26, 2014 Return Date: March 28, 2014
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Alabama Jail Association Conference

Traveler (s) Name: 1. Wanda Robinson 4. Hortense Christburg
2. Barbara Palmer 5. _____
3. Etta Matthews 6. _____

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

Total (est.) Cost: \$60.00 Advance Registration Required: \$60.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 02/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$60.00 and advance registration of \$60.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52200-265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$15,000.00
Approved Requests: \$7,740.00
Budget Available: \$7,260.00
Current Requests: \$60.00
Budget Balance: \$7,200.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/22/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB - 3 2014

Date: January 24, 2014
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hammond, Louisiana
Departure Date: April 13, 2014 Return Date: April 18, 2014
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Use of Force Certification

Traveler (s) Name: 1. Carlos Parks 4. _____
2. Jeffery Sanderson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,850.00 Advance Registration Required: \$1,590.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 02/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$2,850.00 and advance registration of \$1,590.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$7,800.00</u>
Budget Available:	<u>\$7,200.00</u>
Current Requests:	<u>\$2,850.00</u>
Budget Balance:	<u>\$4,350.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/27/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB - 3 2014

Date: January 16, 2014
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Amelia, FL
Departure Date: March 11, 2014 Return Date: March 14, 2014

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: to attend Spring 2014 Meeting if States Joint Boards and Committees

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

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

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

Department Name: Risk Management Fund Name: _____

Additional Comments: ***ALL EXPENSES WILL BE PAID BY STATES***

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 02/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
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>\$1,784.97</u>	
Budget Available:	<u>\$13,215.03</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$13,215.03</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/17/2014

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

FEB - 3 2014

Date: January 27, 2014
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Island House Hotel, Orange Beach, AL

Departure Date: March 5, 2014

Return Date: March 8, 2014

Conference Leave (Days / Hours): 3 days/30 hrs.

Purpose of Travel: Attend Alabama Vector Management Society Annual Meeting

Traveler (s) Name: 1. Danise D. Nettles 4. _____
2. William C. Zeigler 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$1,100.00

Advance Registration Required: \$190.00

Department Name: Engineering Department

Fund Name: General Fund-001-55600-265

Additional Comments: Includes registration, membership dues, lodging, mileage & meals

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 02/13/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,100.00 and advance registration of \$190.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,500.00</u>	
Approved Requests:	<u>\$2,309.00</u>	
Budget Available:	<u>\$4,191.00</u>	
Current Requests:	<u>\$1,100.00</u>	
Budget Balance:	<u>\$3,091.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2014

cc: Finance Director / Buyer

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

BUDGET FORM 5

Agenda

FEB - 3 2014

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	1/3/2014
DATE:	1/3/2014	Finance Director		Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Communication Service	001-51965.256	0	22,124	22,124
Fund Balance	001.35900		-22,124	
TOTAL		0	0	0

JUSTIFICATION:
 Balance of funds for the development of the Sheriff's Office Public Safety computer system. This project was budgeted in 2013 from NEC settlement proceeds, this represents the balance not expended as of 9/30/13.

Seay
Seay &
Litchfield, P.C.

Architecture
Interiors
Planning

1115 S. Court St.
Montgomery
Alabama 36104

p (334) 263-5162
f (334) 263-5170
www.sslarch.com

Jim H. Seay, Sr., 1922-1998
Jim H. Seay, Jr.
Frank E. Litchfield, III

HO #1
Gregory A. O'Neal
R. Platt Boyd, IV
Wes R. Osmer

Agenda

FEB - 3 2014



February 3, 2014

Mr. Donnie Mims
Montgomery County Commission
101 S Lawrence St
Montgomery, AL 36104

RE: Montgomery County Youth Facility – Award of Construction Contract

Dear Mr. Mims,

We have evaluated the bids on the Montgomery County Youth Facility and recommend award of the contract to the low bidder, Bear Brothers Construction – Montgomery, AL in the amount of \$3,478,900.00. Once the amount is approved a construction contract will be executed in this amount and the construction is estimated to begin in 30-45 days once the contract makes the approval rounds.

The consideration of the Commission is very much appreciated.

Sincerely,


R. Platt Boyd, IV
Principal, SS&L, P.C.

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



October 30, 2013

Agenda

FEB - 3 2014

MEMORANDUM

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

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner *JYB*

SUBJECT: Addendum to E-Ring Contract – BOE, Assessment, and Maps Online

We respectfully request approval for an addendum to our E-Ring contract to provide a new feature called "Capture BOE, Assessment, and Maps Online". This new application will allow the following functionality:

BOE Online

- Ability to file appeals on line
- Acknowledgement on line
- Status updates online
- Ability to upload documents online
- Online bulletin board
- Ability to file multi-case appeals

Assessment Online

- Ability to file standard homestead online
- Print homestead approval online
- Ability to upload securely, driver's license and deeds

Maps Online

- Ability to search for parcel on a map
- Ability to view sales on a maps
- Ability to navigate multi search through a map
- Ability to measure distance on a map
- Ability to click a parcels and access PRC on the that parcel

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

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

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

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

20-1

**MONTGOMERY COUNTY COMMISSION
101 South Lawrence Street
Montgomery, AL 36104**

“Capture BOE, Assessment and Maps Online”

CONTRACTUAL AGREEMENT

With

**E-RING, INC.
3015 Windward Plaza
Suite 575
Alpharetta, GA 30005**

**MONTGOMERY COUNTY PROPERTY TAX ADMINISTRATION SYSTEM SOFTWARE
PROFESSIONAL SERVICES AGREEMENT – SOFTWARE CONSULTATION AND CUSTOMIZATION**

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

E-Ring and Montgomery County Commission intend that this Professional Service Agreement specifies the terms and conditions upon which E-Ring will provide professional consultation and customization of software to meet Montgomery County Revenue Commissioner's unique workflow and organizational environment. The Montgomery County Revenue Commissioner shall appoint a "project manager" as the primary point of contact until implementation is complete. Montgomery County Revenue Commissioner's project manager shall make an earnest effort to insure cooperation and availability of Montgomery County personnel and resources for all project installation and implementation related activities. The projected contract period is Jan. 1, 2014 through Mar. 1, 2014.

1. SCOPE OF WORK. The general scope of work and deliverables includes the following:

1.1 Capture BOE, Assessment and Maps Online

With the following functionality:

BOE Online

- Ability to file appeals on line
- Acknowledgement on line
- Status updates online
- Ability to upload documents online
- Ability to file multi-case appeals

Assessment Online

- Ability to file standard homestead online
- Print homestead approval online
- Ability to upload securely, driver's license and deeds

Maps Online

- Ability to search for parcel on a map
- Ability to view sales on a maps
- Ability to navigate multi search through a map
- Ability to measure distance on a map
- Ability to click a parcels and access PRC on the that parcel

E-Ring shall integrate these three online modules with the existing version of Capture CAMA editions software and provide software training in Atlanta for 4 people for 2 days. Any and all travel and related expenses associated with such training shall be borne by Montgomery County Commission.

2. PAYMENT TERMS. The firm fixed price for the work described above is Two Hundred Forty Thousand Dollars (\$240,000) excluding any sales, use, value added or similar taxes. E-Ring shall prepare and

submit invoices for payment based on the schedule of deliverables as mutually agreed upon. E-Ring further agrees that this cost may be satisfied over a period of three fiscal years upon mutual agreement of E-Ring, Inc, and the Montgomery County Revenue Commissioner.

3. IMPLEMENTATION COMPLETE DATE. Implementation is considered to be complete when the Montgomery County Revenue Commissioner and E-Ring have mutually reviewed the system and determined that the software is in compliance with the agreed upon scope of work. The inspection of the completed scope of work will be documented and signed upon concurrence of the Parties. The signature date of said documentation determines the date due for payment of any "Implementation Complete" line item in the schedule of deliverables to be agreed upon by the parties.

4. PROPRIETARY RIGHTS. Ownership of all work product resulting from the performance by E-Ring of the work specified herein, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

5. AGREEMENT AND APPROVAL

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

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

Agreed and Approved:

**MONTGOMERY COUNTY
COMMISSION**

By: _____

Title: _____

E-RING, INC.

By: _____

Title: _____

CEO

01/24/2014

E-RING, INC.

CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT

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

E-Ring and Licensee agree as follows:

SECTION 1 LICENSE OF SOFTWARE

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

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

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

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

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

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

(c) Licensee will not translate, reverse engineer, de-compile or disassemble the Software to develop any other computer program or for any other reason.

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

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

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

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

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

1.5. Licensee Responsibility. Licensee is solely responsible for:

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

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

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

SECTION 2 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

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

SECTION 3 LIMITED WARRANTIES AND REMEDIES

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

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

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

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

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

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

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

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

SECTION 4 LIMITATION OF LIABILITY

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

contract, negligence, tort or otherwise, except with respect to E-Ring's obligations under Section 5 to indemnify any other third party's infringement claims.

SECTION 5 INDEMNIFICATION

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

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

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

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

SECTION 6 CONFIDENTIALITY

6.1. Limitations on Disclosure and Use of Confidential Information. Each recipient of Confidential Information, which includes the City of Montgomery, who shares the information in the Capture CAMA Edition Software system with the Montgomery County Revenue Commissioner's office (the "Recipient"), agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other Party (the "Disclosing Party"), without the Disclosing Party's prior written consent. In addition, each Recipient agrees that it will not:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 DISPUTE RESOLUTION

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

SECTION 8 BREACH; TERMINATION

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

8.2. Termination by Licensee or E-Ring. Licensee may terminate the license for convenience at any time after the implementation is complete in accordance with Section 3 of the Montgomery County Property Tax Administration System Software Professional Services Agreement - Software Consultation And Customization, executed by E-Ring and Licensee as of even date herewith, provided that Licensee must provide written notice thereof to E-Ring not less than thirty (30) days prior to the effective date of such termination. Either Party (the "Non-Breaching Party") may terminate the license upon written notice to the other Party (the "Breaching Party") should the Breaching Party breach in any material respect any term of this Agreement and fail to cure that breach within thirty (30) days after receipt of written notice of the breach from the Non-Breaching Party, except with respect to payment obligations for which such cure period shall be limited to ten (10) days. Notwithstanding the foregoing or Section 7, E-Ring may pursue immediately its right to terminate the license if Licensee materially violates E-Ring's proprietary rights in the Software.

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

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

SECTION 9 MISCELLANEOUS PROVISIONS

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

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

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

9.4. **No Assignment.** Should either Party be the subject of merger or any other form of reorganization it is agreed that the successor in law to such Party shall also be bound by the terms of this Agreement as if such Party were an original party hereto. Subject to the aforesaid, Licensee may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of E-Ring, in E-Ring's sole discretion, except as specifically provided in Section 1.4(b).

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

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

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

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

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

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

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

SECTION 10 DEFINITIONS

10.1. "Confidential Information" means all business or technical information of the disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process, but does not include any information as to financial payments by Licensee to E-Ring and requests for proposals that are subject to the Alabama Open Records Act. This Agreement, the Software (in both source code and object code versions) and Documentation constitute Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
CAPTURE ONLINE MODULES SOFTWARE LICENSE AGREEMENT
MAINTENANCE AND SUPPORT SERVICES AGREEMENT

PART A THE SOFTWARE

1. IDENTIFICATION OF SOFTWARE

The **Software** consists of the following:

BOE Online

- Ability to file appeals on line
- Acknowledgement on line
- Status updates online
- Ability to upload documents online
- Ability to file multi-case appeals

Assessment Online

- Ability to file standard homestead online
- Print homestead approval online
- Ability to upload securely, driver's license and deeds

Maps Online

- Ability to search for parcel on a map
- Ability to view sales on a maps
- Ability to navigate multi search through a map
- Ability to measure distance on a map
- Ability to click a parcels and access PRC on the that parcel

2. BUSINESS UNIT(S)

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

3. AUTHORIZED NUMBER OF SERVERS AND USERS; MAINTENANCE FEES

Maximum Number of Servers

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

Maintenance and Support

The amount of the Maintenance Fee shall be \$40,000 per year. The first Maintenance Fee payment will be due on October 1, 2014.

Professional Services

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

4. DESIGNATED OPERATING SYSTEM(S)

Server:	Microsoft Windows Server 2008 or higher and Microsoft SQL Server 2008 64 bit edition or higher
Browser Support	IE, FireFox, Chrome and Safari

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

5. MAINTENANCE TERM AND FEES

Maintenance Term:

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

Software Maintenance Fee:

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

6. PAYMENT OF MAINTENANCE FEES

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

PART B TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SERVICES

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

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

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

1.3. New Releases. E-Ring may, from time to time, issue new Releases of the Software, containing Error Corrections and/or Enhancements to Licensees who generally have maintenance and support agreements in effect. E-Ring will provide Licensee with one (1) copy of each new Release of the

Software for each copy of the Software under maintenance, without additional charge. E-Ring will provide reasonable telephone assistance to help Licensee install and operate each new Release of the Software. Because Releases of the Software are cumulative, a Release of the Software may be useful only if Licensee has obtained and installed all prior applicable Releases of the Software.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Any problem resulting from programming other than the Software;

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

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

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

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

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

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

10. Limitation of Liability. The cumulative liability of E-Ring for all claims relating to any services provided by E-Ring as contemplated under Part B of Exhibit A of the License Agreement, including maintenance and support service, whether in contract, tort, or otherwise, will in no event exceed the total

amount of all maintenance fees paid to E-Ring during the then current annual term. In no event will either party be liable to the other party or any other person for any consequential, indirect, special, or incidental damages, including loss of profits, revenue, data or use, incurred by either party or any third party, even if such party has been advised of the possibility of such potential loss or damage.

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

12. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Accepted and Approved:

**MONTGOMERY COUNTY
COMMISSION ALABAMA**

By: _____

Title: _____

Date: _____

E-RING, INC.

By: _____

Title: CEO

Date: 01/24/2014

Acknowledgement: The City of Montgomery, having read this Agreement, hereby agrees to act in accordance with all the terms and conditions herein.

CITY OF MONTGOMERY

By: _____

Title: _____

Date: _____

PART C NOTICES

Notices to E-Ring should be addressed as follows:

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

Notices to Licensee should be addressed as follows:

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



Haskell|Slaughter

attorneys at law

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MEMORANDUM

December 30, 2013

TTEI/SP

TO: Donnie Mims
FROM: Tommy Gallion

RE: Contractual Agreement with E-Ring, Inc.

I have review your December 30, 2013 memorandum, "Capture BOE, Assessment and Maps Online", "Capture IPAD Edition, Capture Mobile Assessment, and Addendum to Montgomery County Commission Property Tax Administration System Contact.

It appears that in all three contracts that Section 7.1 Dispute Resolution is in compliance with our requirement. It appears that Section 9.1 Governing Law of these contracts appears to be in compliance with our requirement.

Section 8.2 Termination of Licensee or E-Ring appears to be a little vague but essentially appears to be fair to all parties. The question is what determines a breach and who the breaching parties would be. Other than that language in Section 8.2, the contracts do have remedies available to the non-breaching party.

I have also reviewed "Addendum to Montgomery County Commission Property Tax Administration System Contact" by and between Montgomery County Commission and E-Ring Inc., which includes the participation of the City of Montgomery. It appears by the signatures of Elton Dean (Chairman of Montgomery County Commission) and Mayor Todd Strange that this is a legal and binding agreement with E-Ring Inc.

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



Haskell|Slaughter
attorneys at law

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MEMORANDUM
January 2, 2014

TTA/JP

TO: Donnie Mims
FROM: Tommy Gallion
RE: Confidentiality and Cooperative Agreement with E-Ring, Inc.

I have reviewed your December 31, 2013 memorandum and the Confidentiality and Cooperative Agreement between E-Ring, Inc. and Montgomery County Commission.

It is my legal opinion that everything appears to be in order with the following exceptions:

- (a) It is my understanding that we share information in this system with the City of Montgomery. If correct, then there needs to be language contained therein that clarifies this aspect. Also, the City should be a party to this agreement;
- (b) The agreement appears to cover the "Alabama Open Records Act" by using the verbiage "proprietary or confidential information" and "every party shall be entitled to disclose Proprietary Information to the extent required by law ". It needs to be made clear that any information as to cost and request for proposals is not protected; and,
- (c) the last covenant "8" should be changed from Huntsville, Alabama to Montgomery County, Alabama.

I am of the opinion that the services provided for in this agreement is 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.

20-21



Haskell | Slaughter

attorneys at law

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MEMORANDUM

January 23, 2014

TTG

TO: Donnie Mims
FROM: Tommy Gallion
RE: Capture BOE, Assessment and Maps Online
Confidentiality and Cooperative Agreement with E-Ring, Inc.
(Revised Documents)

I have reviewed the email of January 16, 2014, from Tiffany Williams with redlined revisions to the the Capture BOE, Assessment and Maps Online and Confidentiality and Cooperative Agreement between E-Ring, Inc. and Montgomery County Commission.

It is my legal opinion that everything appears to be in order and the revisions are acceptable.

I am of the opinion that the services provided for in these 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 these agreements should not be executed if it is the desire of the Commissioners.

Tammy Nix

From: Price, Tammy M. <tmp@hsy.com>
Sent: Thursday, January 23, 2014 10:09 AM
To: Tammy Nix; Scott Kramer
Cc: 'TiWilliams@kilpatricktownsend.com'
Subject: FW: Opinion re Confidentiality and Cooperative Agreement with E-Ring--Legal Opinion on Revisions from Tiffany Williams [IWOV-BIRMINGHAM.FID467446]
Attachments: REDLINE of MC_Contractual Agreement_ONLINE_BOE_CZ.PDF;
MC_ContractualAgreement_iPAD.DOC;
MC_ContractualAgreement_MobileAssessment.DOC; MC_Contractual Agreement_ONLINE_BOE_CZ - 01152014 KTS (CLEAN).DOC; EXEC Capture BOE, Assessment and Maps Online-Confidentiality and Cooperative Agreement -E-Ring Legal.PDF

Legal Assistant to Thomas T. Gallion, III & C. McDowell Crook, Jr.
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From: Gallion III, Thomas T.
Sent: Thursday, January 16, 2014 2:38 PM
To: Price, Tammy M.
Subject: FW: Opinion re Confidentiality and Cooperative Agreement with E-Ring

From: Williams, Tiffany [mailto:TiWilliams@kilpatricktownsend.com]
Sent: Thursday, January 16, 2014 1:50 PM
To: Gallion III, Thomas T.
Cc: Raj Radhakrishnan; Pavento, Mike; clayhenley@mc-ala.org
Subject: RE: Opinion re Confidentiality and Cooperative Agreement with E-Ring

Hi Tom,

Thank you very much for your time this week to discuss the E-Ring/Montgomery County contract for the Capture BOE, Assessment and Maps Online project. As we discussed, we have included proposed amendments to Section 6 of the Software License Agreement, which addresses Confidentiality, and Section 10, which includes a definition of what is covered by the term "Confidential Information." Since the terms of Section 6 substantially overlap the terms in the separate Confidentiality Agreement that you previously reviewed, we have recommended that the separate Confidentiality Agreement be deleted from the contract. As you suggested, we have amended Section 6 to reflect that

information is shared with the City of Montgomery, and have added a place for the City of Montgomery to sign acknowledging its obligations with respect to the confidentiality provisions. We understand that the County will handle obtaining the necessary signature from the City of Montgomery.

We had previously proposed a few other amendments to the contract to E-Ring, which I believe may have been circulated to Mr. Henley around the holidays. For your reference, we have included a redline pdf that shows all of the proposed changes to the contract that are relative to the original draft.

We have also included proposed contracts for two other projects (iPAD and Mobile Assessment), which are identical to the current version of the Capture BOE contract, except for the terms that are specifically related to the scope of work, pricing, and duration (Sections 1.1 and 2 of the Professional Services Agreement) and (Sections 1, 3, and 4 of Exhibit A of the Software License Agreement).

We look forward to receiving the County's feedback on all of the contracts.

Best,

Tiffany

Tiffany Williams

Kilpatrick Townsend & Stockton LLP

Suite 2800 | 1100 Peachtree Street NE | Atlanta, GA 30309-4528

office 404 815 6608 | cell 404 825 2587 | fax 404 541 4698

tiwilliams@kilpatricktownsend.com | [My Profile](#) | [vCard](#)

From: Raj Radhakrishnan [<mailto:raj@ering-cad.com>]

Sent: Friday, January 03, 2014 9:22 AM

To: Williams, Tiffany; Pavento, Mike

Subject: FW: Opinion re Confidentiality and Cooperative Agreement with E-Ring

Tiffany/Mike,

Here is the feedback from the MTG county attorney. Do you mind contacting him directly to get this resolved?

Best Regards

Raj

From: Clay Henley [<mailto:CLAYHENLEY@mc-ala.org>]

Sent: Thursday, January 02, 2014 11:53 AM

To: Raj Radhakrishnan

Subject: FW: Opinion re Confidentiality and Cooperative Agreement with E-Ring

Raj,

The Montgomery County Attorney's name is Thomas Gallion. His office number is 334-265-8573. A summary of his review is contained in the attached document. Please call me if I can be of any assistance.

Thank you,

Clay Henley

Chief Appraiser

Montgomery County Appraisal Department

clayhenley@mc-ala.org
334-832-7763

From: Donald Mims
Sent: Thursday, January 02, 2014 10:38 AM
To: Clay Henley
Subject: Opinion re Confidentiality and Cooperative Agreement with E-Ring

Clay,

Attached is an opinion by County Attorney Gallion regarding the Confidentiality and Cooperative Agreement with E-Ring, Inc. I will call you to discuss this opinion, after which you will need to contact E-Ring concerning these modifications.

Thanks for your help.

Donnie

Donald L. Mims
County Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Office: (334) 832-1210
Fax: (334) 832-2533
www.mc-ala.org

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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



October 30, 2013

Agenda

FEB - 3 2014

MEMORANDUM

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

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: Addendum to E-Ring Contract

We respectfully request approval for an addendum to our E-Ring contract to provide a new feature called "Capture Mobile Assessment". This new application will allow us to take assessments using our iPhones with the following functionality and E-Ring will provide training for two people in Atlanta for one day:

- Ability to look up assessment with an iPhone
- Ability to perform as mobile Assessment with iPhone
- Ability to issues special exemption in the field with iPhone
- Ability to upload driver's license and other required documents from iPhone as pictures
- Automatically perform Assessment on Capture server
- Ability to take customer signature on iPhone

We believe this new application will provide better community outreach, especially to our seniors. This will allow us to provide out of office direct services at senior centers, neighborhood meetings, and other community groups.

The funds for this application are currently included in the 2014 Appraisal Budget. The cost for this application is \$50,000 with an annual maintenance fee of \$10,000. We respectfully request placing this Addendum on the next County Commissioner's agenda for approval.

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

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

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

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

21-1

MONTGOMERY COUNTY COMMISSION
101 South Lawrence Street
Montgomery, AL 36104

"Capture Mobile Assessment"

CONTRACTUAL AGREEMENT

With

E-RING, INC.
3015 Windward Plaza
Suite 575
Alpharetta, GA 30005

**MONTGOMERY COUNTY PROPERTY TAX ADMINISTRATION SYSTEM SOFTWARE
PROFESSIONAL SERVICES AGREEMENT – SOFTWARE CONSULTATION AND CUSTOMIZATION**

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

E-Ring and Montgomery County Commission intend that this Professional Service Agreement specifies the terms and conditions upon which E-Ring will provide professional consultation and customization of software to meet Montgomery County Revenue Commissioner's unique workflow and organizational environment. The Montgomery County Revenue Commissioner shall appoint a "project manager" as the primary point of contact until implementation is complete. Montgomery County Revenue Commissioner's project manager shall make an earnest effort to insure cooperation and availability of Montgomery County personnel and resources for all project installation and implementation related activities. The projected contract period is Jan 1, 2014 through March 1, 2014.

1. **SCOPE OF WORK.** The general scope of work and deliverables includes the following:

1.1 **Capture Mobile Assessment**

With the following functionality:

- Ability to look up assessment with an iPhone
- Ability to perform as mobile Assessment with iPhone
- Ability to issues special exemption in the field with iPhone
- Ability to upload driver's license and other required documents from iPhone as pictures
- Automatically perform Assessment on Capture server
- Ability to take customer signature on iPhone

and Provide Software Training for 2 people in Atlanta for 1 day.

2. **PAYMENT TERMS.** The firm fixed price for the work described above is Fifty Thousand Dollars (\$50,000) excluding any sales, use, value added or similar taxes. E-Ring shall prepare and submit invoices for payment based on the schedule of deliverables as mutually agreed upon. E-Ring further agrees that this cost may be satisfied over a period of three fiscal years upon mutual agreement of E-Ring, Inc. and the Montgomery County Revenue Commissioner.

3. **IMPLEMENTATION COMPLETE DATE.** Implementation is considered to be complete when the Montgomery County Revenue Commissioner and E-Ring have mutually reviewed the system and determined that the software is in compliance with the agreed upon scope of work. The inspection of the completed scope of work will be documented and signed upon concurrence of the Parties. The signature date of said documentation determines the date due for payment of any "Implementation Complete" line item in the schedule of deliverables to be agreed upon by the parties.

4. **PROPRIETARY RIGHTS.** Ownership of all work product resulting from the performance by E-Ring of the work specified herein, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

5. AGREEMENT AND APPROVAL

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

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

Agreed and Approved:

**MONTGOMERY COUNTY
COMMISSION**

E-RING, INC.

By: _____

Title: _____

By: _____

Title: CEO

E-RING, INC.

CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT

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

E-Ring and Licensee agree as follows:

SECTION 1 **LICENSE OF SOFTWARE**

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

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

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

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

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

(a) Licensee will not use the Software or Documentation, or authorize or permit any other Person (and/or a designated agent of the Montgomery County Commission or of the Alabama Department of Revenue) to use the Software or Documentation, for any purpose other than those expressly authorized under Section 1.1. The sole exception to this restriction is for "Public Access" software on-line application or on computers designated and security restricted for use by public taxpayers.

(b) Licensee will not sublicense, transfer or otherwise assign its rights in the Software or Documentation to any third party nor allow any third party to access or use the Software or Documentation, except as expressly provided in this Section 1.4.

(c) Licensee will not translate, reverse engineer, de-compile or disassemble the Software to develop any other computer program or for any other reason.

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

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

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

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

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

1.5. Licensee Responsibility. Licensee is solely responsible for:

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

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

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

SECTION 2 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

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

SECTION 3 LIMITED WARRANTIES AND REMEDIES

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

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

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

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

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

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

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

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

SECTION 4 LIMITATION OF LIABILITY

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

contract, negligence, tort or otherwise, except with respect to E-Ring's obligations under Section 5 to indemnify any other third party's infringement claims.

SECTION 5 INDEMNIFICATION

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

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

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

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

SECTION 6 CONFIDENTIALITY

6.1. Limitations on Disclosure and Use of Confidential Information. Each recipient of Confidential Information, which includes the City of Montgomery, who shares the information in the Capture CAMA Edition Software system with the Montgomery County Revenue Commissioner's office (the "Recipient"), agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other Party (the "Disclosing Party"), without the Disclosing Party's prior written consent. In addition, each Recipient agrees that it will not:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 DISPUTE RESOLUTION

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

SECTION 8 BREACH; TERMINATION

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

8.2. Termination by Licensee or E-Ring. Licensee may terminate the license for convenience at any time after the implementation is complete in accordance with Section 3 of the Montgomery County Property Tax Administration System Software Professional Services Agreement - Software Consultation And Customization, executed by E-Ring and Licensee as of even date herewith, provided that Licensee must provide written notice thereof to E-Ring not less than thirty (30) days prior to the effective date of such termination. Either Party (the "Non-Breaching Party") may terminate the license upon written notice to the other Party (the "Breaching Party") should the Breaching Party breach in any material respect any term of this Agreement and fail to cure that breach within thirty (30) days after receipt of written notice of the breach from the Non-Breaching Party, except with respect to payment obligations for which such cure period shall be limited to ten (10) days. Notwithstanding the foregoing or Section 7, E-Ring may pursue immediately its right to terminate the license if Licensee materially violates E-Ring's proprietary rights in the Software.

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

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

SECTION 9 MISCELLANEOUS PROVISIONS

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

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

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

9.4. **No Assignment.** Should either Party be the subject of merger or any other form of reorganization it is agreed that the successor in law to such Party shall also be bound by the terms of this Agreement as if such Party were an original party hereto. Subject to the aforesaid, Licensee may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of E-Ring, in E-Ring's sole discretion, except as specifically provided in Section 1.4(b).

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

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

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

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

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

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

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

SECTION 10 DEFINITIONS

10.1. "Confidential Information" means all business or technical information of the disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process, but does not include any information as to financial payments by Licensee to E-Ring and requests for proposals that are subject to the Alabama Open Records Act. This Agreement, the Software (in both source code and object code versions) and Documentation constitute Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
CAPTURE ONLINE MODULES SOFTWARE LICENSE AGREEMENT
MAINTENANCE AND SUPPORT SERVICES AGREEMENT

PART A THE SOFTWARE

1. IDENTIFICATION OF SOFTWARE

The **Software** consists of the following:

Capture Mobile Assessment Edition

With the following functionality:

- Ability to look up assessment with an iPhone
- Ability to perform as mobile Assessment with iPhone
- Ability to issues special exemption in the field with iPhone
- Ability to upload driver's license and other required documents from iPhone as pictures
- Automatically perform Assessment on Capture server
- Ability to take customer signature on iPhone

2. BUSINESS UNIT(S)

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

3. AUTHORIZED NUMBER OF SERVERS AND USERS; MAINTENANCE FEES

Maximum Number of Servers

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

Maintenance and Support

The amount of the Maintenance Fee shall be \$10,000 per year. The first Maintenance Fee payment will be due on March 1, 2014.

Professional Services

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

4. DESIGNATED OPERATING SYSTEM(S)

iPhone	Apple iPhone with iOS 8
--------	-------------------------

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

5. MAINTENANCE TERM AND FEES

Maintenance Term:

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

Software Maintenance Fee:

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

6. PAYMENT OF MAINTENANCE FEES

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

PART B TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Any problem resulting from programming other than the Software;

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

5.5 Errors in any version of the Software other than the Current Release or the Release of the Software immediately preceding the Current Release, provided that E-Ring will continue to support superseded Releases of the Software for a reasonable period of time, not to exceed ninety (90) days,

sufficient for Licensee to implement the newest Release of the Software. Licensee will be responsible for and will pay E-Ring's normal charges and expenses as set forth herein for time or other resources provided by E-Ring to diagnose or attempt to correct any problem described in this Section 5. In addition, Licensee is responsible for procuring, installing, and maintaining all equipment, networks, telephone lines, communications interfaces, and other hardware necessary to operate the Software. E-Ring will not be responsible for delays caused by events or circumstances beyond its reasonable control.

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

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

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

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

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

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

12. Definitions.

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

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

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

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

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

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

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

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

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

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

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

13.4 Proprietary Rights. Ownership of all work product resulting from the performance of Professional Services by E-Ring, and all proprietary and intellectual property rights in that work product,

including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

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

Accepted and Approved:

**MONTGOMERY COUNTY
COMMISSION ALABAMA**

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acknowledgement: The City of Montgomery, having read this Agreement, hereby agrees to act in accordance with all the terms and conditions herein.

CITY OF MONTGOMERY

By: _____

Title: _____

Date: _____

PART C NOTICES

Notices to E-Ring should be addressed as follows:

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

Notices to Licensee should be addressed as follows:

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

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY

REVENUE COMMISSIONER'S OFFICE

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



Agenda

FEB - 3 2014

November 4, 2013

MEMORANDUM

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

Cc: *JYB* Janet Y. Buskey, Revenue Commissioner

FROM: *CH* Clay Henley, Chief Appraiser

SUBJECT: Capture iPad Edition

I respectfully request your consideration and approval for the purchase of the Capture iPad software for the Appraisal Department. This software will allow our appraisers to function in a mobile environment, allowing them instant access to real time data while they are in the field. This will allow them to check values and make updates to property record cards and commit the value changes on site. The following is a full functionality list of Capture iPad Edition:

- Ability to download parcels for field work
- Ability to edit all appraisal input fields in the field
- Ability to sketch in the field (Free sketch and precision sketch)
- Ability to take pictures associated with a parcel
- Ability to make voice memo
- Ability to add unlimited notes
- Ability to close flags while in the field
- Ability to synch up to Capture server
- Ability to work without internet connection

The Cost of the software is \$125,000 with a yearly maintenance agreement of \$25,000.

CH

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

East Office
5447 Atlanta Hwy
Montgomery, AL 36108
(334) 272-9692

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

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

22-1

**MONTGOMERY COUNTY COMMISSION
101 South Lawrence Street
Montgomery, AL 36104**

“Capture IPAD Edition”

CONTRACTUAL AGREEMENT

With

**E-RING, INC.
3015 Windward Plaza
Suite 575
Alpharetta, GA 30005**

**MONTGOMERY COUNTY PROPERTY TAX ADMINISTRATION SYSTEM SOFTWARE
PROFESSIONAL SERVICES AGREEMENT – SOFTWARE CONSULTATION AND CUSTOMIZATION**

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

E-Ring and Montgomery County Commission intend that this Professional Service Agreement specifies the terms and conditions upon which E-Ring will provide professional consultation and customization of software to meet Montgomery County Revenue Commissioner's unique workflow and organizational environment. The Montgomery County Revenue Commissioner shall appoint a "project manager" as the primary point of contact until implementation is complete. Montgomery County Revenue Commissioner's project manager shall make an earnest effort to insure cooperation and availability of Montgomery County personnel and resources for all project installation and implementation related activities. The projected contract period is Jan 1, 2014 through March 1, 2014.

1. SCOPE OF WORK. The general scope of work and deliverables includes the following:

1.1 Capture IPAD Edition

With the following functionality:

- Ability to download parcels for field work
- Ability to edit all appraisal input fields in the field
- Ability to sketch in the field (Free sketch and precision sketch)
- Ability to take pictures associated with a parcel
- Ability to make voice memo
- Ability to add unlimited notes
- Ability to close flags while in the field
- Ability to synch up to Capture server
- Ability to view maps in the field
- Ability to work without internet connection

and Provide Software Training for 4 people in Atlanta for 1 day

2. PAYMENT TERMS. The firm fixed price for the work described above is One Hundred Twenty Five Thousand Dollars (\$125,000) excluding any sales, use, value added or similar taxes. E-Ring shall prepare and submit invoices for payment based on the schedule of deliverables as mutually agreed upon. E-Ring further agrees that this cost may be satisfied over a period of three fiscal years upon mutual agreement of E-Ring, Inc. and the Montgomery County Revenue Commissioner.

3. IMPLEMENTATION COMPLETE DATE. Implementation is considered to be complete when the Montgomery County Revenue Commissioner and E-Ring have mutually reviewed the system and determined that the software is in compliance with the agreed upon scope of work. The inspection of the completed scope of work will be documented and signed upon concurrence of the Parties. The signature date of said documentation determines the date due for payment of any "Implementation Complete" line item in the schedule of deliverables to be agreed upon by the parties.

4. PROPRIETARY RIGHTS. Ownership of all work product resulting from the performance by E-Ring of the work specified herein, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

5. AGREEMENT AND APPROVAL

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

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

Agreed and Approved:

**MONTGOMERY COUNTY
COMMISSION**

By: _____

Title: _____

E-RING, INC.

By:  _____

Title: CEO _____

E-RING, INC.

CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT

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

E-Ring and Licensee agree as follows:

SECTION 1 LICENSE OF SOFTWARE

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

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

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

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

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

(a) Licensee will not use the Software or Documentation, or authorize or permit any other Person (and/or a designated agent of the Montgomery County Commission or of the Alabama Department of Revenue) to use the Software or Documentation, for any purpose other than those expressly authorized under Section 1.1. The sole exception to this restriction is for "Public Access" software on-line application or on computers designated and security restricted for use by public taxpayers.

(b) Licensee will not sublicense, transfer or otherwise assign its rights in the Software or Documentation to any third party nor allow any third party to access or use the Software or Documentation, except as expressly provided in this Section 1.4.

(c) Licensee will not translate, reverse engineer, de-compile or disassemble the Software to develop any other computer program or for any other reason.

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

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

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

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

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

1.5. Licensee Responsibility. Licensee is solely responsible for:

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

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

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

SECTION 2 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

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

SECTION 3 LIMITED WARRANTIES AND REMEDIES

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

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

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

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

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

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

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

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

SECTION 4 LIMITATION OF LIABILITY

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

contract, negligence, tort or otherwise, except with respect to E-Ring's obligations under Section 5 to indemnify any other third party's infringement claims.

SECTION 5 INDEMNIFICATION

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

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

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

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

SECTION 6 CONFIDENTIALITY

6.1. Limitations on Disclosure and Use of Confidential Information. Each recipient of Confidential Information, which includes the City of Montgomery, who shares the information in the Capture CAMA Edition Software system with the Montgomery County Revenue Commissioner's office (the "Recipient"), agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other Party (the "Disclosing Party"), without the Disclosing Party's prior written consent. In addition, each Recipient agrees that it will not:

- (a) use the Disclosing Party's Confidential Information for any purpose beyond the scope of this Agreement;
- (b) copy any part of the Confidential Information or disclose any part of the Confidential Information to any Person other than Recipient's employees who need the information to perform their duties;
- (c) authorize or permit any such employee to use or disclose any part of the Confidential Information in violation of this Agreement;
- (d) reverse engineer, de-compile or disassemble any of the Confidential Information nor use any of the Confidential Information for the purpose of reverse engineering, de-compiling or disassembling; or
- (e) produce any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information nor cause or assist any other Person in doing so.

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

- (a) at the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement;
- (b) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions; or
- (c) Recipient subsequently acquires by lawful means from a third party who is under no obligation of confidentiality or non-use owed to Disclosing Party.
- (d) Recipient subsequently develops without any use of or reference to the Confidential Information.

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

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

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

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

SECTION 7 DISPUTE RESOLUTION

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

SECTION 8 BREACH; TERMINATION

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

8.2. Termination by Licensee or E-Ring. Licensee may terminate the license for convenience at any time after the implementation is complete in accordance with Section 3 of the Montgomery County Property Tax Administration System Software Professional Services Agreement - Software Consultation And Customization, executed by E-Ring and Licensee as of even date herewith, provided that Licensee must provide written notice thereof to E-Ring not less than thirty (30) days prior to the effective date of such termination. Either Party (the "Non-Breaching Party") may terminate the license upon written notice to the other Party (the "Breaching Party") should the Breaching Party breach in any material respect any term of this Agreement and fail to cure that breach within thirty (30) days after receipt of written notice of the breach from the Non-Breaching Party, except with respect to payment obligations for which such cure period shall be limited to ten (10) days. Notwithstanding the foregoing or Section 7, E-Ring may pursue immediately its right to terminate the license if Licensee materially violates E-Ring's proprietary rights in the Software.

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

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

SECTION 9 MISCELLANEOUS PROVISIONS

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

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

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

9.4. **No Assignment.** Should either Party be the subject of merger or any other form of reorganization it is agreed that the successor in law to such Party shall also be bound by the terms of this Agreement as if such Party were an original party hereto. Subject to the aforesaid, Licensee may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of E-Ring, in E-Ring's sole discretion, except as specifically provided in Section 1.4(b).

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

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

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

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

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

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

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

SECTION 10 DEFINITIONS

10.1. "Confidential Information" means all business or technical information of the disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process, but does not include any information as to financial payments by Licensee to E-Ring and requests for proposals that are subject to the Alabama Open Records Act. This Agreement, the Software (in both source code and object code versions) and Documentation constitute Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
CAPTURE ONLINE MODULES SOFTWARE LICENSE AGREEMENT
MAINTENANCE AND SUPPORT SERVICES AGREEMENT

PART A THE SOFTWARE

1. IDENTIFICATION OF SOFTWARE

The **Software** consists of the following:

Capture IPAD Edition

With the following functionality:

- Ability to download parcels for field work
- Ability to edit all appraisal input fields in the field
- Ability to sketch in the field (Free sketch and precision sketch)
- Ability to take pictures associated with a parcel
- Ability to make voice memo
- Ability to add unlimited notes
- Ability to close flags while in the field
- Ability to synch up to Capture server
- Ability to view maps in the field
- Ability to work without internet connection

2. BUSINESS UNIT(S)

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

3. AUTHORIZED NUMBER OF SERVERS AND USERS; MAINTENANCE FEES

Maximum Number of Servers

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

Maintenance and Support

The amount of the Maintenance Fee shall be \$25,000 per year. The first Maintenance Fee payment will be due on March 1, 2014.

Professional Services

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

4. DESIGNATED OPERATING SYSTEM(S)

IPAD:	Apple IPAD with 64 GB memory iOS 8
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The operating platform configuration used in connection with the Software may affect its ability to perform as designed. E-Ring strongly recommends that Licensee submit in advance Licensee's proposed changes to operating platform configuration for E-Ring's review and approval.

5. MAINTENANCE TERM AND FEES

Maintenance Term:

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

Software Maintenance Fee:

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

6. PAYMENT OF MAINTENANCE FEES

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

PART B TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Any problem resulting from programming other than the Software;

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

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

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

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

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

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

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

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

12. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Accepted and Approved:

**MONTGOMERY COUNTY
COMMISSION ALABAMA**

E-RING, INC.

By: _____

By: _____

Title: _____

Title: CEO

Date: _____

Date: 01/24/2014

Acknowledgement: The City of Montgomery, having read this Agreement, hereby agrees to act in accordance with all the terms and conditions herein.

CITY OF MONTGOMERY

By: _____

Title: _____

Date: _____

PART C NOTICES

Notices to E-Ring should be addressed as follows:

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

Notices to Licensee should be addressed as follows:

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

FEB - 3 2014

January 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract No. 51100-13B-024, Pest Control Services

I am requesting that the Commission place on their next agenda the attached Amendment Number 1 to the above referenced contract, with Topco Pest Control, Inc. This amendment provides for pest control services four times a month in the kitchen and other areas of the jail with a price change from \$150 per month to \$150 per week. After the pest issues are resolved, Montgomery County Commission reserves the right to have the Detention Facility sprayed twice a month in the amount of \$250.00.

DLM/tn

Attachment

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

AMENDMENT
TO
CONTRACT NO. 51100-13B-024

Amendment No. 1

DATE: February 3, 2014

Contract No. 51100-13B-024, Pest Control Services, for the departments of Montgomery County are hereby amended as follows:

-Item No. 28 of the Invitation to Bid – Detention Facility, 250 S. McDonough Street includes Kitchen (91,008 S.F.); price is hereby changed from \$150.00 per month to \$150.00 per week, effective February 3, 2014, due to the Kitchen and other areas being serviced four times per month after 7:00 p.m. After the pest issues are resolved, Montgomery County Commission reserves the right to have the Detention Facility sprayed twice a month in the amount of \$250.00.

-All other pricing and specifications will remain the same.

WITNESS:

TOPCO PEST CONTROL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 10

BUDGET FORM 5

Agenda

FEB - 3 2014

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	2/5/2014
DATE:	2/5/2014		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Blue Gray National Collegiate Tennis Classic	001-57201.441	0	5,000	5,000
In House Misc. Appropriations	001-59310.498	3,993	-3,993	0
Fund Balance	001.35900		-1,007	
TOTAL		3,993	0	5,000

JUSTIFICATION:

Appropriate funds for the 2014 Blue Gray National Collegiate Tennis Classic to be held in Montgomery.



GILPIN GIVHAN

Agenda

FEB - 3 2014

CLINTON D. GRAVES
DIRECT DIAL: 334 409 2232
E-MAIL: CCGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

January 21, 2014

The Montgomery County Commission
Attention: Donald L. Mims, Administrator
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County –
2014 Energy Conservation Project
Our File No. 3834.1004

Dear Donnie:

Pursuant to our conversation with Thomas T. Gallion, III, we are providing this letter to outline our proposal to provide legal services to the Montgomery County Commission (the "County") with respect to the proposed financing of the County's 2014 Energy Conservation Project (the "Project") through the issuance of the County's debt to include, but may not be limited to, the County's allocation of qualified conservation energy bonds.

Our firm proposes to serve as bond counsel to the County in connection with the issuance of the County's debt for the purpose of providing financing for the Project. While our typical fee for such representation would be greater, we are proposing a fee of \$15,000 as a professional courtesy to the County and to show appreciation for our inclusion in the Project.

We look forward to working with you on this transaction. Should you have any questions and/or comments, please do not hesitate to contact Robert Gilpin at (334) 409-2236 or me at (334) 409-2232.

Yours very truly

GILPIN GIVHAN, PC

Clinton D. Graves

CDG:bsh

pc: Thomas T. Gallion, III