

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

OCTOBER 5, 2015

AGENDA
INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Managing Director Emily Flowers with the Cloverdale Playhouse
Executive Director Greg Clark with Central Alabama Regional Planning and
Development Commission
Presiding Circuit Judge Eugene Reese, Circuit Judge Johnny Hardwick and Executive
Director John Roper with the Lighthouse Counseling Center, Inc.
Adjutant Greg Akers with The American Legion Department of Alabama
City/County Emergency Management Agency Director Calvin Brown

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Walker

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of September 21, 2015

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Agreement with Pictometry International Corporation regarding Usage of a Web Based Application, Appraisal Department
2. Consider Sponsorship Agreement for AUM's Business Breakfast Series 2015-2016 in the amount of \$1,000, County Commission
3. Consider to Recognize and Deny Claim Filed by Deborah Jean Brown, County Commission
4. Consider Payment of 2016 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen, County Commission
5. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
6. Consider Position Fill Request for Clerk II, Position Number 229, Detention Facility
7. Consider Position Fill Requests – Engineering Department (2)
 1. County Road Equipment Operator II, Position Number 610552013
 2. County Road Equipment Operator II, Position Number 610552015
8. Consider Position Fill Request for Customer Service Clerk, Position Number 750016020, Probate Judge's Office
9. Consider Travel/Training Requests (5)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Executive Director Johnny Williams with the Raycom Media Camellia Bowl

Reports from Staff:

Deputy Administrator
County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

OCTOBER 5, 2015

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

OCTOBER 12, 2015

County Holiday (Columbus Day)

OCTOBER 19, 2015

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.

NOVEMBER 2, 2015

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.

NOVEMBER 11, 2015

County Holiday (Veteran's Day)

NOVEMBER 16, 2015

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.

NOVEMBER 26, 2015

County Holiday (Thanksgiving Day)

PERSONNEL ACTIONS

Fill action continues for 2 Appraiser II's – Appraisal Department
Fill action continues for 1 IT Technician – Information Systems
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Community Corrections Technician – Community Corrections
Fill action continues for 27 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Detention Facility Accounts Manager – Detention Facility
Fill action continues for 2 Clerk II's – Detention Facility
Fill action continues for 3 Maintenance Mechanics – Detention Facility
Fill action continues for 1 Corrections Officer, Corporal – Detention Facility
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 2 Investigator I's – District Attorney's Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 2 Traffic Control Technician I's – Engineering Department
Fill action continues for 1 CREO I – Engineering Department
Fill action continues for 1 CREO II – Engineering Department
Fill action continues for 1 CREO III – Engineering Department
Fill action continues for 1 Payroll & Benefits Assistant – Finance Department
Fill action continues for 1 Clerk III – Personnel Department
Fill action continues for 3 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Assistant Tag & License Supervisor – Probate Judge's Office
Fill action continues for 1 Clerk III – Sheriff's Office
Fill action continues for 2 Court Security Officer's – Sheriff's Office
Fill action continues for 2 Clerk Typist II's – Sheriff's Office
Fill action continues for 2 Deputy Sheriff's (Part-Time) – Sheriff's Office
Fill action continues for 1 Records & Identification Clerk – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Tax and Audit Department
Fill action continues for 1 Revenue Auditor – Tax and Audit Department
Fill action continues for 1 Court Operations Clerk I – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 3 Juvenile Detention Officers – Youth Facility
Fill action continues for 4 Juvenile Detention Officer's (Part-Time) – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility

October 5, 2015

AGENDA

OCT -5 2015

10-5-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-18-15

Check Number	To	Check Number
255548		255623
Total Checks Paid		\$400,057.51

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

AGENDA

OCT -5 2015

10-5-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-18-15

Check Number	To	Check Number
255624		255686
Total Checks Paid		\$182,710.74

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

AGENDA

OCT -5 2015

10-5-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-25-15

Check Number	To	Check Number
255687		255749
Total Checks Paid		\$573,741.74

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

AGENDA

OCT -5 2015

10-5-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-25-15

Check Number	To	Check Number
255750		255860
Total Checks Paid		\$304,229.15

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

10/5/15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

AGENDA

OCT -5 2015

CHECKS ARE DATED
10/2/15

Payroll Check Number	123934	To	Payroll Check Number	124003	\$ 46,862.67
Direct Deposits					\$ 819,474.72
Payroll Check Number	124004	To	Payroll Check Number	124030	\$ 243,404.72
Direct Deposits					\$ 376,218.32
Federal Deposits					\$ 309,616.20
Total Payroll Paid					\$ 1,795,576.63

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

JANET BUSKEY
REVENUE COMMISSIONER

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

OCT -5 2015

September 21, 2015

MEMORANDUM

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

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

FROM: Todd Grant, GIS & Cadastral Mapping Manager *R.T.G.*

SUBJECT: Agreement between Pictometry Intl. Corp. and Montgomery County Commission

Attached to this memorandum, please find the Agreement Between Pictometry International Corp. and the Montgomery County Commission. Approval of the agreement, which is respectfully requested, will allow Montgomery County employees with Pictometry Connect accounts free usage of the web based application for one year. The normal cost of the product is \$3,000.00 per year.

Thank you for your consideration.

RTG

Attachments

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

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**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
MONTGOMERY COUNTY COMMISSION ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	100 Town Centre Drive, Suite A
Montgomery, Alabama 36043	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: Contract Administration
Phone: (334)-832-1303 Fax: (334)241-4431	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities,

fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
MONTGOMERY COUNTY COMMISSION	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

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

ORDER #
C177523

BILL TO
Montgomery County, AL
Todd Grant
GIS Manager
101 South Lawrence Street
Montgomery, Alabama 36043
(334)-832-1303
toddgrant@mc-ala.org

SHIP TO
Montgomery County, AL
Todd Grant
GIS Manager
101 South Lawrence Street
Montgomery, Alabama 36043
(334)-832-1303
toddgrant@mc-ala.org

CUSTOMER ID	SALES REP
A116960	nroberso

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 1 Year(s)	\$3,000.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$0.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Total Payments

\$0.00

PRODUCT PARAMETERS**CONNECT**

Product:	Pictometry Connect - CA - 100
Admin User:	Todd Grant
Admin User Email:	toddgrant@mc-ala.org
Requested Activation:	Upon Authorization
Special Instructions:	
Geofence:	AL Montgomery
Geofence:	AL Montgomery Metro

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

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- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

1-6

- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

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3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
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6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or

unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

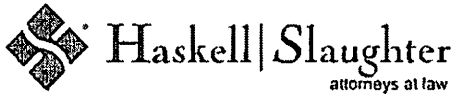
1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User'.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Alabama in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Payment Terms: In Section A, under the heading "Fees;Payment Terms", the following language is deleted from the provision:
To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less).

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

[END OF NON-STANDARD TERMS AND CONDITIONS]



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

September 8, 2015

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with Pictometry International Corp.

TTG

I have reviewed your memorandum dated September 8, 2015, and the agreement between Pictometry International Corp. and Montgomery County Commission, with special attention to the Non-Standard Terms and Conditions.

It is my opinion that everything in the agreement appears to be in order. The agreement will be binding on all parties if executed.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

OCT -5 2015

September 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

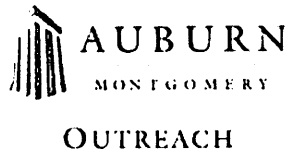
SUBJECT: Sponsorship Agreement for AUM's Business Breakfast Series 2015-2016

The Montgomery County Commission, at its meeting on September 21, 2015, agreed to place on the next agenda a Sponsorship Agreement for AUM's Business Breakfast Series 2015-2016 in the amount of \$1,000.

I am requesting approval of this item.

DLM/tn

Attachments



September 11, 2015

Dear Didi,

Auburn Montgomery Outreach would like to invite you to be a Corporate Sponsor of the AUM Montgomery Business Breakfast Series. We appreciate your support and look forward to partnering with you on the 2015 -2016 AUM Breakfast Series.

The AUM Business Breakfast offers the opportunity for business and academic leaders together to hear national, state and local speakers like Dr. Kevin Elko. This program gives you and your colleagues a chance to network with various leaders in the River Region and to discuss cutting edge topics that affect our community, as well as to enhance our business operations.

Some of the benefits of corporate sponsorship are having exclusive sponsorship rights at two Montgomery Business Breakfasts and one Joint Breakfast event, as well as receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers.

Again, we appreciate your support of the AUM Montgomery Business Breakfast. Enclosed is a Sponsorship Agreement for your review. Upon review and approval, please sign the attached agreement and submit it to Laura Chambliss by fax at (334) 244-3453. If you have any questions, please feel free to contact me at (334) 244-3660 or email lchambliss@aum.edu.

Sincerely,

Laura Chambliss
Program Manager
Auburn Montgomery, Outreach



OUTREACH

**Sponsorship Agreement
Montgomery County Commission**

**AUM Montgomery Business Breakfast Corporate Sponsorship
2015-2016**

Auburn Montgomery Outreach thanks you for your support of the AUM Business Breakfast Series. The AUM Business Breakfast is an opportunity to bring business and academic leaders together to hear national, state and local speakers on cutting edge topics that affect our community, as well as enhance our business operations. This program gives you and your colleagues a chance to network with leaders in the River Region, as well as an opportunity to gain new business clients.

As a Corporate Sponsor, your business will:

- Have exclusive sponsorship rights at all AUM Business Breakfast events (MGM)
- Have a representative of your business seated at the head table at each Business Breakfast
- Have your logo appear on all marketing pieces of the Business Breakfast Series
- Have your name appear on all centerpieces of the tables at each breakfast
- Receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers
- Be able to distribute materials about your business
- Includes two breakfasts in Montgomery and one joint Business Breakfast event series

Cost: \$1000

If you have any questions, please contact Laura Chambliss at 334-244-3660. Upon your approval, please sign below and fax to Attn: Laura Chambliss at 334-244-3453 or email lchambliss@aum.edu

Montgomery County Commission Representative

Date

AUM Outreach Representative

Date



Please Remit To:
AUM Community Engagement
Center for Lifelong Learning
75 TechnaCenter Drive
Montgomery, AL 36117

INV# MC-MCC

INVOICE

Name: Montgomery County Commission
ATTN: DiDi Henry
Address: 101 S. Lawrence Street
City: Montgomery State: AL Zip: 36104

Date: 9/14/2015
Contact: Beth Johnson
Phone: 334-244-3839
Fax:

Description		
2015-2016 AUM Community Engagement's Business Breakfast Series Montgomery Corporate Sponsorship * Have exclusive sponsorship rights at all AUM Business Breakfast event (MGM). * Have a representative of your business seated at the head table at each Business Breakfast. * Have your logo appear on all marketing pieces of the Business Breakfast series. * Have your name appear on all centerpiece of the tables at each breakfast. * Receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers. * Be able to distribute materials about your business. * Includes two breakfasts in Montgomery and one joint Business Breakfast event series. Thank you for your business!		\$1,000.00
Cash, Check and Credit Card Payments are Accepted		Subtotal \$1,000.00
		Total \$1,000.00

Please return a copy of the invoice with payment!

Thank you for partnering with Auburn Montgomery Outreach

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

OCT -5 2015

September 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

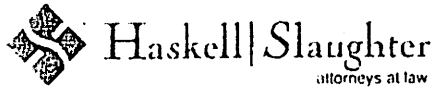
SUBJECT: Recognize and Deny Claim Filed by Deborah Jean Brown

The Montgomery County Commission, at its meeting on September 21, 2015, agreed to place on the next agenda consideration to recognize and deny a Claim filed by Attorney Martin Weinberg on behalf of Deborah Jean Brown.

I am requesting that the Commission approve this item.

DLM/tn

Attachments



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery Alabama 36104

T. 334 265 8573 | F. 334 264 7945

TTB

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

TO: Donnie Mims

FROM: Tommy Gallion

DATE: September 8, 2015

RE: Claim of Deborah Jean Brown

I am in receipt of your August 31, 2015, memorandum regarding a claim filed by Deborah Jean Brown against Montgomery County, Sheriff, and deputies involved in wrongful arrest of Deborah Jean Brown on October 6, 2014. It is my understanding the charges against Ms. Brown were dismissed in 2015.

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

50051-317

Martin Weinberg
Attorney at Law
Po Box 154
Shannon, AL. 35142
205-785-5575
205-910-3722
attorneyweinberg@bellsouth.net

August 11, 2015

Montgomery County Commission
PO Box 1667
Montgomery, AL 36102-1667

Enclosed is the notice of claim for Deborah Jean Brown who was wrongfully arrested and detained in the Montgomery County Jail.

We have also enclosed a self addressed stamped envelope so that a stamped received copy of the notice be returned.

Thanks,

Martin Weinberg, Attorney at Law

Date: AUGUST 11, 2015

RE: Notice of Claim – Deborah Jean Brown

To: Montgomery County Commission
P. O. Box 1667,
Montgomery, AL 36102-1667

From Martin Weinberg
Attorney at Law
P.O. Box 154
Shannon, AL. 35142

NOTICE OF CLAIM TO MONTGOMERY COUNTY

Pursuant to Ala Code Section 6-5-20, Claimant, Deborah Jean Brown makes this claim against MONTGOMERY COUNTY, the Sheriff, all involved Deputies and reserves the right to name other additional responsible parties

1. This claim is pertaining to incidents arising from a wrongful arrest and unlawful detention of Deborah Jean Brown "claimant" made on October 6, 2014 and the malicious prosecution of Deborah Jean Brown that until the charges were ultimately dismissed in 2015
2. Montgomery County, and or it's legal counsel or insurance carriers should send all notices and responses regarding this claim to Attorney Martin Weinberg, P.O. Box 154 Shannon, AL. 35142.
3. It is alleged that the claimant went to the Montgomery Housing Authority to try and rent an apartment when it was discovered there was a warrant for the arrest of a Deborah McCall.
4. The claimant explained while being brought into custody that this was not her and she had a different date of birth. The claimant's date of birth is September 6, 1968 which is much different than what is listed on the warrant for Deborah McCall.
5. Despite giving ample evidence that the Sheriff's department did not have the right Deborah McCall, the claimant stayed in jail for 23 hours on this charge and had to pay a \$1500 bond which was mostly non-refundable.
6. The claimant was ultimately cleared of the charge which was a Juvenile case in the Circuit Court of Montgomery County.

7. The claimant intends on bringing a Federal lawsuit which would be based on several United States Constitutional violations and for state law claims of unlawful detention, unlawful arrest and invasion of privacy. It is alleged that each count would survive immunity challenges.

8. Furthermore, the claimant was undergoing treatment for breast cancer at the time of the arrest and incarceration and suffered mental anguish as a result.

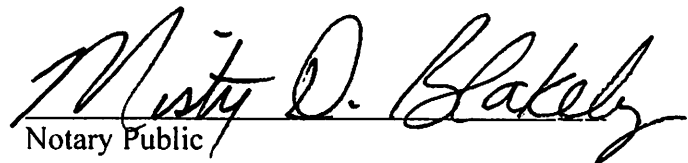
STATE OF ALABAMA)
)
COUNT Y OF JEFFERSON)

Affiant, being duly sworn says on oath that the allegations of the foregoing Notice of Claim are true and correct to the best of his knowledge, information and belief



Martin Weinberg, Attorney for Claimant

SWORN TO AND SUBSCRIBED before me on this 11th day of August, 2015



Notary Public

My Commission Expires: 2-29-16

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
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www.mc-ala.org

AGENDA

OCT -5 2015

September 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of 2016 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen

The Montgomery County Commission, at its meeting on September 21, 2015, agreed to place on the next agenda the payment of 2016 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen.

I am requesting approval of this item.

DLM/tn

Attachment

ACAA MEMBERSHIP APPLICATION & RENEWAL FORM

For 2016 Membership Year
(January 1 - December 31, 2016)

County: Montgomery County Website: www.mc-ala.org

Address/City/Zip: P.O. Box 1667

Telephone: 334-832-1210 Fax: 334-832-2533

In order to continue to receive all Association of County Administrators of Alabama (ACAA) mailings, persons must be current ACAA members. Please add the names below of all eligible members from your county, along with their titles and email addresses, who wish to join ACAA. Eligible members include county commission Administrators; Assistant Administrators; and any other persons, by whatever title designated, who performs the duties of Administrators or Assistant Administrators to the various governing bodies of the State of Alabama. Renewal of membership in ACAA for 2016 is due by November 30, 2015. Direct any questions regarding ACAA renewal to Paulette Williams at 334-263-7594.

Name: Donald L. Mims Title: Administrator Email: donaldmims@mc-ala.org

Name: Florence M. Cauthen Title: Deputy Administrator Email: florencecauthen@mc-ala.org

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____
(use additional paper, if needed)

Total Amount Enclosed: \$ 225.00 (\$150 Administrator + \$75 each Asst. Admin. and Others)

Payment Due Upon Receipt

Please make check payable to ACAA and mail to:

ACAA - P.O. Box 5040 - MONTGOMERY, AL 36103

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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FAX (334) 832-2533
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AGENDA

OCT - 5 2015

October 5, 2015

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:

- NC-2016-1: Alabama Cooperative Extension System, for the 2015 Natural Resources Tour - \$750; (Hall)
- NC-2016-2: BOE, Carver Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-3: BOE, Floyd Middle Magnet School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-4: BOE, Floyd Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-5: BOE, Davis Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-6: BOE, Catoma Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-7: BOE, Martin L. King Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-8: BOE, Southlawn Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-9: BOE, Southlawn Middle School, for Principal's Discretionary Fund - \$500; (Dean)

MEMORANDUM
Montgomery County Commission
October 5, 2015
Page 2

- NC-2016-10: BOE, Sidney Lanier High School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-11: BOE, Pintlala Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-12: BOE, Carver Senior High School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-13: BOE, Bellingrath Middle School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-14: BOE, MacMillan International Academy for Humanities, Communications and Technology, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-15: BOE, McKee Middle School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-16: BOE, Bear Exploration Center for Mathematics, Science and Technology, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-17: BOE, Seth Johnson Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2016-18: Alabama State University, Department of Athletics, for Baseball Camp, Attn: Coach Mervyl Melendez - \$500; (Dean)
- NC-2016-19: Alabama State University, Department of Athletics, for Tennis Camp, Attn: Coach Anuk Christiansz - \$500; (Dean)
- NC-2016-20: Alabama State University, Department of Athletics, for Men's Basketball Camp, Attn: Lewis Jackson - \$500; (Dean)
- NC-2016-21: Alabama State University, Department of Athletics, for Ladies' Basketball Camp, Attn: Coach Freda Freeman-Jackson - \$500; (Dean)
- NC-2016-22: Alabama State University, for Alabama State University Marching Band Camp, Attn: James Oliver - \$500; (Dean)
- NC-2016-23: Alabama State University, Department of Athletics, for Football Camp, Attn: Coach Brian Jenkins - \$500; (Dean)

MEMORANDUM
Montgomery County Commission
October 5, 2015
Page 3

- NC-2016-24: Alabama State University, Department of Athletics, for Track Camp, Attn: Coach Ritchie Beene - \$500; (Dean)
- NC-2016-25: Alabama State University, Department of Athletics, for Golf Camp, Attn: Coach Gary Grandison - \$500; (Dean)
- NC-2016-26: Alabama State University, Department of Athletics, for Volleyball Camp, Attn: Coach Penny Lucas White - \$500; (Dean)
- NC-2016-27: Alabama State University, Department of Athletics, for Soccer Camp, Attn: Coach Jodi Smith - \$500; (Dean)
- NC-2016-28: Alabama State University, Department of Athletics, for Ladies Softball Camp, Attn: Coach Chris Steiner-Wilcoxson - \$500; (Dean)
- NC-2016-29: Alabama State University, for Theatre Department, c/o Dr. Stewart - \$500; (Dean)
- NC-2016-30: Alabama State University, for College of Business Administration - \$500; (Dean)
- NC-2016-31: Montgomery County Sheriff's Fund, for Halloween Event - \$250; (Dean)

DLM/tll

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

OCT -5 2015

September 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Clerk II, Detention Facility

The Montgomery County Commission, at its meeting on September 21, 2015, agreed to place a Position Fill Request for Clerk II, Position Number 229 from the Detention Facility on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

6-1

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Clerk II

Position Number 229

Proposed Effective Date September 28, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting ☐ Promotional Register ☐ Transfer
☒ Open Competitive Register ☐ Reemployment

Pay Grade A02 \$22,485 - \$32,008

Derrick Cunningham Date September 8, 2015
 Department Head

2. Administrative Review
☐ Approved
☐ Disapproved

 Funding Authority

3. Certification
 Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

 Personnel Director Date _____

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

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

AGENDA

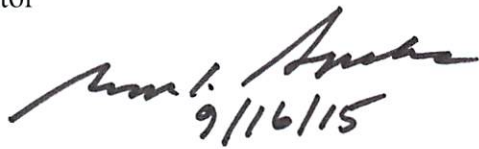
OCT -5 2015

September 16, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer


9/16/15

SUBJECT: Position Fill Requests for County Road Equipment Operator II Positions

It is respectfully requested that we be permitted to fill two County Road Equipment Operator II (CREO II) vacancies that have been created by recent promotions from CREO II to CREO III. These positions are at our District I maintenance facility located on Terminal Road.

Forwarded herewith are the position fill request forms pertaining to these vacancies. These positions will be filled by promoting from within (no new hires) and are funded in our current FY 2015 budget as well as our submitted FY 2016 budget. Please let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

GCS/gcs

Attachments

C: File

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering District 1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

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

1. Position Title CREO II

Position Number 610552013 - REPLACING TOMMY STILES

Proposed Effective Date September 28, 2015

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade **S06 - \$ 24198**

**Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions**


Department Head

Date 9/16/15

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

DEPARTMENT: Montgomery County Engineering District 1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

1. Position Title CREO II

Position Number 610552015 - Replacing Donald Biggers

Proposed Effective Date September 28, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade S06 - \$ 24198

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions


Department Head

Date 9/16/15

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 _____



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

AGENDA

OCT -5 2015

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 9/16/15

Re: Request to fill a vacant Customer Service Clerk position

The Montgomery County Probate Court is requesting to fill a vacant Customer Service Clerk position. The position is recently vacated and is currently in our budget.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

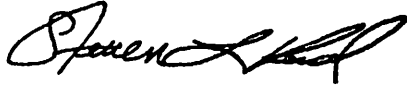
APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William D Flowers III

COMPLETE ACTION DATES

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

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750014020
PROPOSED EFFECTIVE DATE: 9/28/15
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03-S1 (A03= \$25,146 - \$35,795)



APPOINTING AUTHORITY

9/16/15
Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

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 # 1

AGENDA
OCT - 5 2015

Date: September 30, 2015
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: December 1, 2015 Return Date: December 2, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend 2015 Auburn University Tax Seminar
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$175.00 Advance Registration Required: \$175.00

Department Name: Finance Department Fund Name: General

Additional Comments: _____

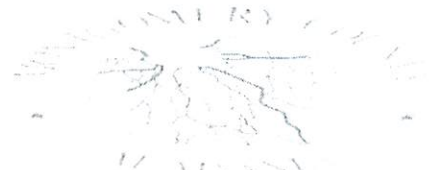
To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 10/5/15 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,000.00</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$2,825.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/30/2015

cc: Finance Director / Buyer

9-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

OCT -5 2015

Date: October 1, 2015
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Lafayette, LA
Departure Date: December 13, 2015 Return Date: December 19, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Controlled Force Level 1 & 2 Instructor Recertification

Traveler (s) Name: 1. Sergeant Martinez Tolbert 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,250.00 Advance Registration Required: \$570.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

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

The above request is 10/5/2015 reimbursement of actual and necessary expenses in the
approximate amount of \$2,250.00 and advance registration of \$570.00 is authorized.

To be completed by the Finance Department

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>\$3,075.00</u>	
Budget Available:	<u>\$11,925.00</u>	
Current Requests:	<u>\$2,250.00</u>	
Budget Balance:	<u>\$9,675.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/1/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Date: October 1, 2015
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

AGENDA

OCT -5 2015

Request approval to be granted for the following:

Destination: Foley, AL
Departure Date: November 19, 2015 Return Date: November 20, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Taser Instructor Recertification Course

Traveler (s) Name: 1. Sergeant Willie Rodgers 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$200.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

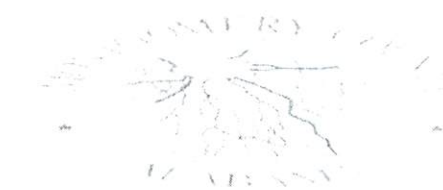
To: _____
From: Donald L. Mims, Administrator

The above request is _____ reimbursement of actual and necessary expenses in the
approximate amount of _____ and advance registration of _____ is authorized.

To be completed by the Finance Department

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>\$3,075.00</u>	
Budget Available:	<u>\$11,925.00</u>	
Current Requests:	<u>\$2,750.00</u>	
Budget Balance:	<u>\$9,175.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/1/2015

cc: Finance Director / Buyer

9-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

AGENDA

OCT -5 2015

Date: October 1, 2015

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Foley, AL

Departure Date: November 18, 2015

Return Date: November 20, 2015

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Taser Instructor Certification Course

Traveler (s) Name: 1. Lieutenant Carlos Parks

4. _____

2. _____

5. _____

3. _____

6. _____

Check Mode of Transportation: County Vehicle

☒

Commercial Air

☐

Private Vehicle

☐

Other (Specify)

☐

Total (est.) Cost: \$700.00

Advance Registration Required: \$390.00

Department Name: Sheriff (MCDF)

Fund Name: General

Additional Comments:

To: _____

From: Donald L. Mims, Administrator

The above request is _____ reimbursement of actual and necessary expenses in the
approximate amount of _____ and advance registration of _____ 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: \$3,075.00

Budget Available: \$11,925.00

Current Requests: \$3,450.00

Budget Balance: \$8,475.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/1/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

OCT -5 2015

Date: September 29, 2015

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Hotel Montgomery, Al.

Departure Date: October 8, 2015

Return Date: October 8, 2015

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend 2015 Alabama Youth Council Conference

Traveler (s) Name: 1. Natalie Mason 4. _____
2. Sherunda Anthony 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Private Vehicle ☐

Commercial Air ☐

Other (Specify) ☐

Total (est.) Cost: \$100.00

Advance Registration Required: none

Department Name: Youth Facility

Fund Name: 001-52603-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 10/5/15 reimbursement of actual and necessary expenses in the approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52603.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$0.00

Budget Available: \$15,000.00

Current Requests: \$100.00

Budget Balance: \$14,900.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/1/2015

cc: Finance Director / Buyer

9-5