

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JUNE 4, 2018

AGENDA

INFORMATION SESSION

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

Prayer

Reports from Staff:

Administrator
Deputy Administrator
Chief Information and Technology Officer
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Chief Administrator Rhonda B. Cape
Community Development Manager Leslie York with Central Alabama Regional Planning
and Development Commission (CARPDC)
Personnel Director Carmen Douglas

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Sankey

Pledge of Allegiance Led by Commissioner Singleton

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of May 21, 2018

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING

Public Hearing Regarding FY 2018 Community Development Block Grant (CDBG)
Application Consideration

NEW BUSINESS:

1. Consider Authorization of Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-18, County Commission
2. Consider Authorization of Agreement for the 2018 Weatherization Assistance Program, DOE 028-18, County Commission
3. Consider Authorization of 2018 Alabama Power Good Roots Grant Application, Parks and Recreation Department
4. Consider Authorization of 2018 MidSouth RC&D Council Grant Application, Parks and Recreation Department
5. Consider Authorization of Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses to Applicant Aarushika, Inc., for Cash Bargains, Located at 5925 Norman Bridge Road, Montgomery, Alabama 36105, County Commission
6. Consider Authorization of Agreement with the State of Alabama Department of Examiners of Public Accounts regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County, County Commission
7. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
8. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
9. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
10. Consider Authorization of Bid Award to Asphalt Contractors, Inc., for Resurfacing Various County Roads, Bid Number 53000-18B-018, Engineering Department
11. Consider Authorization of Bid Award to Keefe Commissary Network, LLC, for Commissary and Trust Fund Management Off-Site Service, Bid Number 52200-18B-009, Detention Facility

12. Consider Authorization of Bid Award to Weiss Commercial Flooring for Installation of Floor Covering, Bid Number 51901-18B-013, Support Services
13. Consider Authorization of Bid Award to Amwaste, LLC for Residential Solid Waste Collection and Disposal, Bid Number 51100-18B-020, County Commission
14. Consider Authorization of Budget Change Request Number 6, Engineering Department
15. Consider Authorization of Budget Change Request Number 2, Sheriff's Office
16. Consider Authorization to Allocate an Engineering Aide I, Position Number 640574011 and Related Position Fill Request and to Remove the Allocation of a Civil Engineering Tech II, Position Number 640628020, Engineering Department
17. Consider Authorization of Position Fill Request – Detention Facility (1)
 - Inmate Grievance Disciplinary Clerk, Position Number 500454109
18. Consider Authorization of Position Fill Requests – Sheriff's Office (2)
 - Deputy Sheriff Corporal, Position Number 550429033
 - Deputy Sheriff Trainee, Position Number 550430075
19. Consider Authorization of Travel/Training Requests (3)

Reports from Staff:

Administrator
Deputy Administrator
County Engineer
County Attorney

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

JUNE 4, 2018

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

JUNE 18, 2018

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

JULY 2, 2018

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.

JULY 4, 2018

County Holiday (Independence Day)

JULY 23, 2018

Regular County Commission Meeting
5:00 a.m. - Information Session
6:30 a.m. - Formal Session
Trenholm State Community College, Auditorium (Building
D), Patterson Campus
3920 Troy Highway, Montgomery, AL

AUGUST 6, 2018

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

AUGUST 20, 2018

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.

6-4-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-18-18

Check Number	To	Check Number
277822		277863
Total Checks Paid		\$322,235.60

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

6-4-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-18-18

Check Number	To	Check Number
277864		277967
Total Checks Paid		\$856,790.08

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

AGENDA

JUN - 4 2018

6-4-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-21-18

Check Number	To	Check Number
277968		278290
Total Checks Paid		\$34,160.00

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

AGENDA

JUN - 4 2018

6-4-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-25-18

Check Number	To	Check Number
278291		278343
Total Checks Paid		\$50,292.51

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

6-4-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-25-18

Check Number	To	Check Number
278344		278430
Total Checks Paid		\$572,361.05

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
5/25/18

Payroll Check Number	130110	To	Payroll Check Number	130165	\$	42,748.19
Direct Deposits					\$	879,154.38
Payroll Check Number	130166	To	Payroll Check Number	130183	\$	252,997.49
Direct Deposits					\$	401,328.27
Federal Deposits					\$	304,729.78
Total Payroll Paid					\$	1,880,958.11

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

Notice of Public Hearing Regarding FY 2018 CDBG Application Consideration

The Montgomery County Commission will hold a public hearing on Monday, June 4, 2018 at 9:30 AM in the Commissioners' Court on the first floor of the Montgomery County Administration Building, Courthouse Annex III located at 101 South Lawrence Street, Montgomery, AL 36104. The purpose of this hearing is to allow public comment on the County's current and future Community Development Block Grant (CDBG) program(s). The public hearing will be a time for consideration of submission of an FY 2018 CDBG application and discussion of activities viewed as the County's most pressing community development needs.

CDBG funds may be used to primarily benefit low and moderate income persons; aid in the prevention or elimination of slums and blight; or meet other urgent community needs posing a serious and immediate threat to the health or welfare of the community. Information to be presented regarding the upcoming FY 2018 grant cycle will include the amount of grant funds available, the range of eligible activities that may be undertaken, and a discussion of proposed projects for consideration of submission of an application to the State of Alabama requesting CDBG funds.

All citizens are invited and urged to attend and express their views regarding potential CDBG project consideration. Any person with a disability or communication impairment should contact the Montgomery County Commission at (334) 832-1210, if special accommodations are needed. The County will attempt to accommodate all reasonable requests.

ALABAMA CDBG PROGRAM GOALS

To provide essential community facilities such as water and sewer improvements through the correction of deficiencies which affect public health and safety.

To promote economic development that creates new jobs, retains existing employment and expands the local tax base.

To provide decent housing, especially for families of low and moderate income, by improving the condition of the existing housing stock.

ANYTHING ELSE?

A. All projects must address one of the three National Objectives:

1. Benefit low and moderate income persons, of which at least 51% must be low/mod;
2. Aid in the prevention or elimination of slums and blight; or,
3. Meet other urgent needs posing a serious threat to the health or welfare of the community.

B. The project must also address one of the three performance goals:

1. Create suitable living environments;
2. Provide decent affordable housing; or
3. Create economic opportunities.

C. Projects must also achieve or improve one of the following outcomes:

1. Improve availability/accessibility of units or services;
2. Improve availability of housing or other Services; and/or
3. Improve sustainability by promoting viable communities.



PY 2018

ALABAMA
COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) Program



Program Summary

Central Alabama Regional Planning and
Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
Phone (334) 262-4300
Fax (334) 262-6976
www.carpdc.com

COMPETITIVE FUNDS

Grant Ceilings:

Small City and County funds both have ceilings of \$350,000*

Large City fund has a ceiling of \$450,000*.

There is a 10% match required in all three funds. However, match is exempt if total population is 1,000 or less.

Typical Activities:

Water & Sewer Extensions and Rehabilitation; Housing Rehabilitation; Neighborhood & Downtown Revitalization; Demolition; and Street & Drainage Improvements

Project may take a comprehensive scope designed to revitalize an identified project area, be a stand-alone activity to address a specific need, or may undertake two or more activities in a general project area that together enhance the scope of the project by the way of cost efficiency, project visibility, public welfare or other reasons.

Large City has a population of 3,001 or more persons.

Small City has a population of 3,000 or less persons.



COMMUNITY ENHANCEMENT FUND

The Community Enhancement Fund is competitive as well. Funds can be used to provide funding for eligible activities that communities consider important to enhance the community in a manner beyond providing for the most basic and essential needs.

Eligible activities include facilities for fire protection, E911 telephone service, senior centers, boys and girls clubs, recreational facilities, removal of architectural barriers, historic preservation, and community centers.

The grant ceiling is \$250,000* with a minimum of \$50,000. There is a 10% match required.

ECONOMIC DEVELOPMENT FUND

This fund is available to all eligible communities for projects supporting the creation or retention of jobs.

Generally, applicants for ED Loans, ED Float Loans, Section 108 Loans, and ED Grants should have a commitment from the business to create or retain 15 or more jobs. The business should fall within the SIC Codes 20-39 (Manufacturing) or provide a significant economic benefit.

Projects must not include intrastate relocation.

The grant ceiling is \$200,000* with a minimum of \$50,000 and a 20% match is required.

The program is available on a continuous funding cycle.

PLANNING FUND

This fund is available for all eligible communities to conduct planning activities to promote orderly growth, regional development and revitalization efforts.

The grant ceiling is \$40,000* and a 20% match is required.

Typical Activities:

Downtown or Other Commercial Business District Redevelopment Plans; Low Income Neighborhood Revitalization Studies; Comprehensive Plans (Including Individual Elements of Comprehensive Plans); or Strategic Plans.

**Funding ceilings are tentative. The 2018 funding ceilings have not been set by ADECA as of March 2018.*

ADECA has set the
2018 CDBG Application Deadline
as Noon on July 31, 2018.

There is no deadline for the Economic Development Fund. Applications are accepted on a continuous basis.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

AGENDA

JUN - 4 2018

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Greg Clark
Executive Director

DATE: May 29, 2018

RE: Low-Income Weatherization Assistance Program
(LIWAP 028-18)

Alabama Department of Economic and Community Affairs (ADECA) has awarded Montgomery County is \$51,768.00 under the Low-Income Weatherization Assistance Program (LIWAP 028-18). This award is for six houses to be weatherized within Montgomery County under this program. These funds are provided through the U.S. Department of Health and Human Services, Office of community Services.

Reminder, this program's primary goal is to assist low-income households to improve the energy efficiency of their homes.

CARPDC is requesting this item be place on the June 4th commission agenda. The action to be undertaken is to accept the grant award and authorizing the Chairman to sign the grant agreements.

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

May 9, 2018

The Honorable Elton Dean, Sr., Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning and
Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Low-Income Weatherization Assistance Program
Grant Number: LIWAP-028-18

I am pleased to inform you that your agency has been approved for **\$51,768.00** from the State of Alabama's Fiscal Year 2018 Low-Income Home Energy Assistance Program funds to weatherize homes in your service area.

Enclosed are two copies of the above-referenced subgrant agreement. Please sign and witness both copies. Return one copy to the Alabama Department of Economic and Community Affairs, Energy Division, and retain one copy for your project file.

In addition, a State of Alabama Disclosure Statement, Signature of Certification form for authorized signatures, and a Certification of Compliance with the Beason-Hammon Act form are enclosed. A copy of the E-Verify Program for Employment Verification Memorandum of Understanding must also be submitted. Please complete these forms, keep copies for your records, and return the originals with your subgrant agreement.

Please contact Ms. Brenda Mock at (334) 353-5951 should you have any questions.

Sincerely,

Kenneth W. Boswell
Director

KWB/TW/ks
Enclosures

cc: Mr. Greg Clark, Executive Director

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

May 9, 2018

The Honorable Elton N. Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Low-Income Weatherization Assistance Program
Grant Agreement Number: LIWAP-028-18
Grant Amount: \$51,768.00

I am pleased to notify you that I have approved the above-referenced subgrant, which will provide funding from the Low-Income Home Energy Assistance Program funds to weatherize homes in your service area.

This grant will be administered by the Alabama Department of Economic and Community Affairs (ADECA). I have instructed the department to coordinate the preparation of appropriate documents for implementation of this award.

Please contact the Weatherization Assistance Program of ADECA if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Kay Ivey". The signature is written in a cursive, flowing style.

Kay Ivey
Governor

KI/KWB/men

SUBGRANT AGREEMENT LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-18
Grant Amount: \$51,768.00

THIS AGREEMENT is entered into as of April 1, 2018, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the Montgomery County Commission, hereinafter, referred to as the "Subrecipient." The Agreement consists of sixteen (16) typewritten pages and two attachments (2), as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 18B1ALL1EA

Federal Award Date: October 20, 2017

Subaward Period of Performance Start and End Date: April 1, 2018 – September 30, 2018

Amount of Federal Funds obligated by this action to the Subrecipient: \$51,768.00

Total amount of Federal Funds obligated to the Subrecipient: \$51,768.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$51,768.00

Federal Award project description: Low Income Weatherization Assistance Program (LIWAP)

Name of Federal awarding agency: U.S. Department of Health and Human Services

Pass-through entity: Alabama Department of Economic and Community Affairs

Contact information for awarding official: Kenneth W. Boswell, Director

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. **PURPOSE:** The purpose of this Agreement is to assist the Department with its implementation of the Low Income Weatherization Assistance Program (LIWAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. **FUNDING:** It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **\$51,768.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.
3. **DURATION:** The Subrecipient shall commence performance of this Agreement on April 1, 2018, and shall complete performance to the satisfaction of the Department not later than September 30, 2018.

4. OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS: For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the Department of Health and Human Services (HHS) is specifically implementing in 45 CFR Part 75. Subrecipients of HHS grants must adhere to 45 CFR Part 75 and all of its subparts, including, but is not limited to, Subpart B (45 CFR 75.100), General Provisions; Subpart C (45 CFR 75.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (45 CFR 75.300), Post Federal Award Regulations; Subpart E (45 CFR 75.400), Cost Principles; Subpart F (45 CFR 75.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

5. TERMINATION: A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this Agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience. This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

6. HEARING ON APPEAL: The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

10. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
11. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT:** In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.
12. **ENERGY CONSERVATION:** The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*
13. **DEBARMENT AND SUSPENSION:** The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 376). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its Subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any Department, agency, or political subdivision of the State. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all Subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any Subcontractor becomes debarred or suspended, and shall, at the Department’s request, take all steps required by the Department to terminate its contractual relationship with the Subcontractor for work to be performed under this Agreement.

14. **BYRD ANTI-LOBBYING ACT:** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.

15. **PROCUREMENT OF RECOVERED MATERIALS:** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

OTHER CLAUSES. In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

16. **TOBACCO SMOKE:** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.
17. **DRUG-FREE WORKPLACE REQUIREMENTS:** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.
18. **TRANSPARENCY ACT:** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.
19. **POLITICAL ACTIVITY:** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.
20. **HUMAN TRAFFICKING PROVISIONS:** This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

21. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
22. MANDATORY DISCLOSURES: Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
23. NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
24. CONFLICTING PROVISION: If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
25. IMMUNITY AND DISPUTE RESOLUTION: The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

26. DISCLAIMER: ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor, agency, or any other person.

27. ACCESS TO RECORDS: The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.
28. ASSIGNABILITY: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become

due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

29. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this Award are available for reimbursement of costs until the end of the performance period set forth in the Agreement.

30. **CONFLICT OF INTEREST:** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.

31. **INDIRECT COSTS:** In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

32. **AUDIT REQUIREMENTS:** All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)

ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690
And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

33. **AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS:** The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.
34. **SUSPENSION OF PAYMENTS:** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

35. **DISCLOSURE STATEMENT:** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.
36. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq*, Code of Alabama 1975).

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the

following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

37. AMENDMENTS: The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.
38. ATTACHMENTS: The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2018	1
B: Budget Sheet	April 1, 2018	1

39. METHOD OF PAYMENT:

- A. Procedures for determining costs that are reasonable and allowable in accordance with the provisions of 2 CFR Part 200 Subpart E.

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific condition per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

- B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.
- C. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty (30) days the

Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

- D. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.
- E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).
- F. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to \$500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).
- G. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

- A. The Subrecipient shall maintain such records and accounts which provide for:
 - (1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.
 - (4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.
 - (5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.
 - (6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.
- B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal

interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.

- C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.
- D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

When the Subrecipient is notified in writing by the Federal awarding agency, the Department, cognizant agency for audit, or cognizant agency for indirect costs to extend the retention period.

Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 41-16-54, Code of Alabama 1975), which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven years.

41. PROPERTY MANAGEMENT:

- A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

- B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.
- C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

The Subrecipient assures that it possesses the legal authority to participate in this Agreement, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing participation in this Agreement, including all understandings and assurances contained therein and directing and authorizing the person identified as the Subrecipient's official representative to act in connection with the Agreement and to provide such additional information as may be required.

C. Warrants Against Person and/or Selling Agency

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement for a commission.

D. Site Visits

Authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your Subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. Publications

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

F. Copyrights

If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Federal Grantor reserves a royalty-free, non-exclusive and irrevocable license to

reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material which can be copyrighted resulting from the Agreement.

G. Protections Regarding Applicant Information

- (1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are required to treat all requests for information concerning applicants and recipients of LIWAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b) (6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- (2) A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - (A) whether a significant privacy interest would be invaded;
 - (B) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and,
 - (C) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- (3) A request for personal information including but not limited to the names, addresses, or income information of LIWAP applicants or recipients would require the State or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- (4) Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

H. Relocation Assistance and Real Property Acquisitions

As applicable, the Subrecipient will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally Assisted Programs.

I. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subrecipients facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA),

consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

SHPO contact information is available at the following link: <http://www.nps.gov/nr/shpolist.html>
THPO contact information is available at the following link: <http://www.nathpo.org/map.html>

Section 110(k) of the NHPA applies to HHS funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the HHS Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

K. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

L. Religious Activity Prohibitions

Direct Federal grants, subawards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

M. Standard Work Specification Requirements

All weatherization work performed with HHS funds by the Subrecipient or any of its contractors must meet the guidelines and specifications outlined in the Standard Work Specifications (SWS) provided by the Department of Energy (DOE) and the National Renewable Energy Laboratory (NREL). The Alabama Weatherization Field Guide will be updated to include specifications and references to the Standard Work Specifications (SWS) and must be adhered to when performing weatherization work. Additional information regarding the Standard Work Specifications can be found at <https://sws.nrel.gov/>. This assurance must be included in all contracts and subcontracts entered into by the Subrecipient and/or any of its contractors/subcontractors.

N. Nondisclosure and Confidentiality Agreement Assurances

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

O. Same-Sex Marriage Provisions

In accordance with the decision in the United States v. Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Subrecipients must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

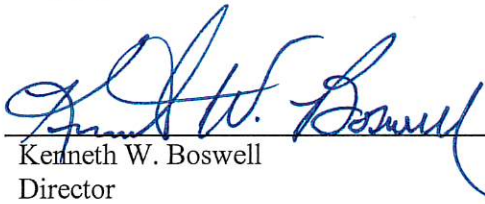
IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**Alabama Department of Economic & Community
Affairs**

Department

Montgomery County Commission

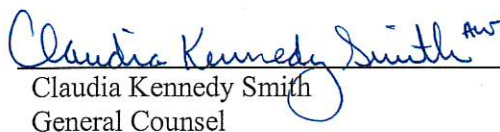
Subrecipient

 4/16/18
Kenneth W. Boswell Date
Director

Authorized Official for Subrecipient Date

Subrecipient Witness Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

 4/12/2018
Claudia Kennedy Smith Date
General Counsel

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO. LIWAP-028-18

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2018

1. The Subrecipient shall weatherize a minimum of 6 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subrecipient shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

<u>COUNTY</u>	<u>NUMBER OF UNITS</u>
MONTGOMERY	6

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-18

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$2,677.00		\$2,677.00
PROGRAM OPERATIONS	\$37,349.00		\$37,349.00
HEALTH AND SAFETY	\$11,742.00		\$11,742.00

GRAND TOTAL: \$51,768.00

C E R T I F I C A T I O N

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. LIWAP 028-18

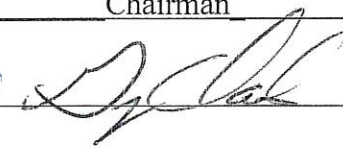
Signature: X

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: X 

Typed Name: Greg Clark

Title: Executive Director

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

OFFICIAL SEAL

(if available)

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

X

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date X

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM	Montgomery County Commission		
ADDRESS	PO Box 1667		
CITY, STATE, ZIP	Montgomery, AL 36102	TELEPHONE NUMBER	(334) 832-1210
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD			
ADECA-ED			
ADDRESS			
401 Adams Avenue, PO Box 5690			
CITY, STATE, ZIP		TELEPHONE NUMBER	
Montgomery, AL 36103-5690		(334) 262-5365	

This form is provided with:

☒ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

X Signature X Date

X Notary's Signature X Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)

DATE: May 15, 2018

RE Contract/Grant/Incentive (describe by number or subject):

Weatherization Assistance Program – Grant No. LIWAP 028-18 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Chairman with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

 (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this day of May 20 18.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: X

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on this day of May 20 18.

WITNESS: X

Printed Name of Witness

1-25

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

AGENDA

JUN - 4 2018

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Greg Clark
Executive Director

DATE: May 29, 2018

RE: FY2018 Weatherization Assistance Program (DOE 028-18)

Alabama Department of Economic and Community Affairs (ADECA) has notified our offices that the Department of Energy (DOE) Weatherization Assistance Program contract is forthcoming. The award amount to Montgomery County is \$61,247 under the Weatherization Assistance Program (DOE 028-18). This award is for 6 houses to be weatherized within Montgomery County under this program.

Reminder, this program's primary goal is to provide assistance to low and moderate-income households to improve the energy efficiency of their homes.

CARPDC is requesting this item be place on the June 4th commission agenda. The action to be undertaken is to accept the grant award and authorizing the Chairman to sign the grant agreements.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

AGENDA

JUN - 4 2018

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: May 30, 2018

RE: 2018 Alabama Power Good Roots – Approval to Submit Application

As briefed at the 5/21/2018 meeting, the 2018 Alabama Power Good Roots application period is open until 6/15/2018. Since that original briefing, our office has coordinated with James Williams and he has recommended that an application be submitted in the amount of \$1,000 to request the purchase of five to six 10'-12' oak trees to be planted at Snowdown Park. Planting, watering, and maintenance will be the responsibility of the County and cannot be covered by grant funds.

I would like to request Commission approval at the 6/4/2018 meeting to submit the application as recommended by James Williams and as stated above.

As always, I am available to answer any questions. Thank you for your assistance.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.

Chairman

Greg Clark

Executive Director

AGENDA

JUN - 4 2018

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: May 30, 2018

RE: 2018 Mid-South RC&D Council – Approval to Submit Application

As briefed at the 5/21/2018 meeting, the 2018 Mid-South RC&D Council application period is open until 6/29/2018. Since the original briefing, our office has coordinated with James Williams and he has recommended that an application be submitted to request funds for bleachers and ballfield improvements for the newly acquired S. Montgomery County property.

The application will request \$10,000 in grant funding and as a reminder, this program operates on a reimbursement basis.

I would like to request Commission approval at the 6/4/2018 meeting to submit the application as recommended by James Williams and as stated above.

As always, I am available to answer any questions. Thank you for your assistance.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JUN - 4 2018

KEVIN J. MURPHY

CHIEF DEPUTY

COLONEL WANDA J. ROBINSON

DIRECTOR OF DETENTION

May 8, 2018

MEMORANDUM

TO : Mr. Donald Mims, County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Cash Bargains
5925 Norman Bridge Road, Montgomery, AL 36105
Alcohol License Application

I have reviewed the attached application for Cash Bargains. I have no objection to the approval of this alcohol license.

DC/crv

encls.



MTG CO. COMMISSION
MAY 8 10 42:28

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180508121104175

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** \$150.00 **County:** \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** \$150.00 **County:** \$75.00

Trade Name: CASH BARGAINS **Filing Fee:** \$100.00

Applicant: AARUSHIKA INC **Transfer Fee:**

Location Address: 5925 NORMAN BRIDGE ROAD MONTGOMERY, AL 36105

Mailing Address: 5925 NORMAN BRIDGE ROAD MONTGOMERY, AL 36105

County: MONTGOMERY **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Type Ownership: CORPORATION

Book, Page, or Document info: CORP 00357 PAGES 0934-0936

Date Incorporated: 10/24/2017 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 10/24/2017 **Alabama State Sales Tax ID:** R00979855

Federal Tax ID: 82-3519075

Name:	Title:	Date and Place of Birth:	Residence Address:
ASUTOSH R PATEL 8466442 - AL	OWNER	11/07/1976 INDIA	866 STANTON DRIVE AUBURN, AL 36830

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ASUTOSH PATEL

Business Phone: 334-887-5171

Fax:

Home Phone: 770-367-5569

Cell Phone:

E-mail: ASHU7_PATEL@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:

5-2



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20180508121104175



If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: AARUSHIKA INC 770-367-5569

What is lessors primary business? GROCERY STORE

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 24000 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Location is within: POLICE JURISDICTION Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180508121104175

Initial each

☐ AS

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ AS

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ AS

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ AS

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ AS

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ AS

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ AS

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ AS

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ AS

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

ASUTOSH PATEL

Signature of Applicant:

Asutosh Patel

Notary Name (print):

James J. McNeese

Notary Signature:

James J. McNeese

Commission expires:

8/1/2020

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20180508121104175**
 Application Payment Confirmation Number: **35557422**

Payment Summary	
Payment Item	Fee
Application Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
050 - RETAIL BEER (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
 License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
 License County: MONTGOMERY
 Business Type: CORPORATION
 Trade Name: **CASH BARGAINS**
 Applicant Name: **AARUSHIKA INC**
 Location Address: 5925 NORMAN BRIDGE ROAD
 MONTGOMERY, AL 36105
 Mailing Address: 5925 NORMAN BRIDGE ROAD
 MONTGOMERY, AL 36105
 Contact Person: ASUTOSH PATEL
 Contact Home Phone: 770-367-5569
 Contact Business Phone: 334-887-5171
 Contact Fax:
 Contact Cell Phone:
 Contact Email Address:
 Contact Web Address:

NOTICE

Notice is hereby given that application has been made to the County Commission of the County of Montgomery, Alabama, for approval of a Manufacturer Alcohol License for this operation:

APPLICANT: AARUSHIKA INC

PLACE NAME: CASH BARGAINS

LOCATION: 5925 NORMAN BRIDGE ROAD, MONTGOMERY, AL 36105

And that public hearing on said application has been set before the County Commission at 9:30 A.M., JUNE 4, 2018, in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission, ATTN: Donald L. Mims, P.O. Box 1667, Montgomery, Alabama 36102-1667.

DONALD L. MIMS, ADMINISTRATOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA
Mont. Adv. 5/25/2018
2941411



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

AGENDA

JUN - 4 2018

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

May 15, 2018

Hon. Elton N. Dean, Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

MTGY CO. COMMISSION
MAY 17 '18 AM 8:33

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please **sign and date** the two (2) copies of the agreement and **return one (1) copy** to the County Audit Division of our Department.

Sincerely,

James E. Hall, CPA
Director County Audit Division

JEH/np

Enclosure

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2016 through September 30, 2017. The audit will encompass a financial audit in accordance with the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal government in accordance with the OMB's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ('the *Uniform Guidance*') and the Single Audit Act Amendments of 1996, as amended.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed fourteen thousand six hundred eighty-eight dollars (\$14,688.00). MCC agrees to pay 90% of this cost of this agreement upon full execution and 10% after completion of field work as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers

and reports for a minimum of five (5) years from the date of the audit report, unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the

Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to EPA's failure to fulfill its obligations contained in this paragraph

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient field work.

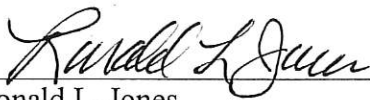
This agreement and all promises made by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals this

_____ day of _____, 20__.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

STATE OF ALABAMA
Montgomery County Commission

Elton N. Dean, Sr.
Chairman

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 6/4/18 - CODE: 001-59320.498									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			14,900	15,800	10,050	12,000	25,300	78,050	
**C-2018-82	**Women of Refined Gold, Inc.	**Rescind Appropriation - for #Me Too Program for Montgomery County High School Girls and Their Mothers				-1,000		-1,000	
C-2018-84	Women of Refined Gold, Inc.	Purple Academy, Youth Girls Summer Program				1,000		1,000	
C-2018-85	Alabama National Fair	Creative Living Center					500	500	
C-2018-86	Montgomery YMCA	East YMCA Branch for Operational Expenses					10,000	10,000	
NC-2018-100	Alabama State University	Skycap Annual Kids/Youth College Adventure Program				500		500	
								0	
								0	
			0	0	0	500	10,500	11,000	
		Total Appropriations 6/4/18	14,900	15,800	10,050	11,500	14,800	67,050	
		APPROPRIATED BUDGET BALANCE							
	County Administrator	Date							

AGENDA

JUN - 4 2018

AGENDA

JUN - 4 2018

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 6/4/18 - CODE: 001-59320.494										
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL		
Starting Balance			36,375	43,745	64,450	64,350	46,895	255,815		
BOE-2018-66	Carver Senior High School	Band Program				500		500		
BOE-2018-67	Lanier High School	Girls Basketball Program				1,000		1,000		
	Total Appropriations 6/4/18		0	0	0	1,500	0	1,500		
	APPROPRIATED BUDGET BALANCE		36,375	43,745	64,450	62,850	46,895	254,315		
	County Administrator	Date								

AGENDA

JUN - 4 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: May 11, 2018

RE: Invitation to Bid No. 53000-18B-018
Resurfacing Various County Roads
Project No. MCP 51-87-17

I request approval of award on the above referenced Invitation to Bid, to the lowest bidder, Asphalt Contractors Inc., in the amount of \$1,083,531.90, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

Coordination of award made with George Speake, County Engineer.

Attachment

10.2

Page 1

Abstract for bid- Resurfacing County Roads

State of Alabama
Montgomery, Alabama

Contract No. 53600-18B-018

CONTRACTUAL AGREEMENT

THIS AGREEMENT made and entered into this 4th day of June, 2018, by and between the Montgomery County Commission, party of the first part (hereinafter called the County), and Asphalt Contractors Inc., party of the second party (hereinafter called the Contractor).

WITNESSETH

WHEREAS, the County desires the Resurfacing Various County Roads for a distance of 12.599 miles hereinafter more particularly described, and the Contractor desires to furnish and deliver all the materials and to do and perform all the work and labor for the said purpose;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged; the parties hereto agree as follows:

1. Asphalt Contractors Inc. promises and agrees to furnish and deliver all the materials to do and perform all the work and labor required to be furnished and delivered; done and performed in and about the improvement of property in Montgomery County known as:

Project No. MCP 51-87-17 same to be Bid No. 53600-18B-018 in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared or approved by the Chairman of the County Commission, the originals of which are on file in the office of the County Engineer and which said Plans and Specifications, Notice to Contractors, and Proposal are hereby made a part of this Agreement fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The County agrees and promises to pay to the Contractor for said work, when completed in accordance with the Provisions of this Contract, the price as set forth in said Proposal amounting to One Million Eighty-Three Thousand Five Hundred Thirty- Two Dollars and 90/100 (\$1,083,531.90) payments to be made as provided in said Specifications upon presentation of the proper certificates and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.
3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the Chairman of the County Commission or his representatives.
4. The decision of said Chairman of the County Commission upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

5. Montgomery County Commission and Asphalt Contractors Inc. reserves the right to cancel this contract with a (30) day written notice, at any time during the contract due to non-compliance of the contract by Asphalt Contractors Inc., and/or Montgomery County Commission.
6. Asphalt Contractors Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Asphalt Contractors Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Asphalt Contractors Inc., its employees, agents and officers. Asphalt Contractors Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Asphalt Contractors Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. If a dispute arises out of or relates to this Agreement or it 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 locations 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 Asphalt Contractors Inc.
8. The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. IN WITNESS WHEREOF, the MONTGOMERY COUNTY COMMISSION as caused these present to be executed by Elton N. Dean, Sr., Chairman, and Asphalt Contractors Inc., the Contractor, has hereto set his hand and seal this day and year above written.

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

Elton N. Dean, Sr.

Chairman

WITNESS:

ASPHALT CONTRACTORS INC.

BY: _____

Printed Name

TITLE: _____

AGENDA

JUN - 4 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mrs*

DATE: May 16, 2018

RE: Invitation to Bid No. 52200-18B-009
Commissary and Trust Fund Management Off- Site Service

Request that approval of award of a three (3) year contract on the above referenced Invitation to Bid to Keefe Commissary Network, LLC., for a commission rate of 44% of net sales for inmate commissary, be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 6 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-18B-009				Keefe Commissary Network 1371-1 Tradeport Drive Jacksonville, FL 32218 Attn: William Bosco (800) 392-8381 Minority Business Owned Yes X No		Stacey Williams Company Birmingham, AL 35204 No Bid Minority Business Owned Yes X No							
DATE ISSUED: April 17, 2018													
DATE OPENED: May 9, 2018													
DEPARTMENT REQUESTING: County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Monthly commission rate				44%								
	net commissary sales												
TOTAL BID AMOUNTS					44%								

Notes:

11-2

AGENDA

JUN - 4 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: May 16, 2018

RE: Invitation to Bid No. 51901-18B-013
Installation of Floor Covering

Request that approval of award on the above referenced Invitation to Bid to the only bid of Weiss Commercial Flooring in the amount of \$30,052.66 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Lamar Allen, General Services Director.

Attachment

[illegible]

Abstract for bid - Installation of Floor Covering 51901-18B-013

AGENDA

JUN - 4 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: May 30, 2018

RE: Invitation to Bid No. 51100-18B-020
Residential Solid Waste Collection and Disposal

I request approval of award on the above referenced Invitation to Bid, to the lowest bidder, Amwaste, LLC, in the amount of \$16.30 per month, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

This contract will be for three (3) years and shall be automatically renewed for successive three (3) year terms unless cancelled by either party upon written notice by certified mail given ninety (90) days before the expiration of such initial or renewal term.

Coordination of award made with Donald L. Mims, County Administrator.

Attachment

ABSTRACT FOR BIDS: 29 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51100-18B-020				Liberty Disposal, Inc. Disqualified		Waste Management NO BID		Amwaste, LLC 1400 Porter Rd. Sylvan Springs, AL 35118 Attn: Charles Russell III (205) 313-0423 Minority Business Owned Yes X No		Advanced Disposal Service Alabama, LLC 1121 Wilbanks Street Montgomery, AL 36108 Attn: John Spegal (334) 252-0458 Minority Business Owned Yes X No			
DATE ISSUED: April 26, 2018													
DATE OPENED: May 14, 2018													
DEPARTMENT REQUESTING: County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Monthly Price: Once per		1					\$16.30	\$16.30	\$18.40	\$18.40		
	week service for residential												
	customers												
TOTAL BID AMOUNTS									\$16.30		\$18.40		

Advanced Disposal Services Alabama see Alternates #1 and #2

Alternate #1	16.25 per month includes new carts, excludes yard waste collection
Alternate #2	\$15.75 per month rate with existing carts, no yard waste collection

13-2

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 51100-18B-020

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 18th day of June, 2018, between Amwaste, LLC of Silver Springs, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Amwaste, LLC agrees to furnish Residential Solid Waste and Disposal Services for in accordance with all the provisions of Invitation to Bid No. 51100-18B-020, as issued by the Montgomery County Commission on March 19, 2018 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Amwaste, LLC and Montgomery County Commission agree as follows:

1. That Amwaste, LLC will haul and dispose of non-hazardous and non-infectious solid waste for the residents located in the political subdivision of Montgomery County, but outside the corporate city limits of any municipality.
2. That Amwaste, LLC does have a disposal contract with Waste Management's Transfer Station and has more than ten (10) years of capacity and is in compliance with all State and Federal rules and regulations.
3. That Amwaste, LLC shall maintain a toll free telephone number to be manned Monday thru Friday, 8:00 A.M. to 5:00 P.M., except for the following holidays: New Year's Eve, Labor Day, Martin Luther King Day, Thanksgiving Day, Memorial Day, Christmas Day, and Independence Day.
4. That Amwaste, LLC hereby agrees to collect residential waste contained in a contractor provided and maintained minimum of ninety-five (95) gallon roll-out carts, by which customers will place at curbside or on a public road readily accessible to Amwaste, LLC during the collection hours.
5. That Amwaste, LLC will charge the initial price of \$16.30 per residential unit, per month, subject to adjustment as set forth in paragraph 14 of the invitation of bid.
6. Amwaste, LLC shall promptly respond to any missed pickups and shall cure the problem within forty-eight (48) hours from the time of notice from

customer, if missed pickup is not due to the negligence of the customer.

7. That Amwaste, LLC shall use trucks of the packer-type, that are not more than eight (8) years old, as approved by the Montgomery County Health Department, and shall have painted on its doors or at some other place approved by the Health Officer, the name of the Contractor, none of which lettering shall be less than three (3) inches high.
8. That Amwaste, LLC shall hold and maintain during the entire contract period, all insurances required in the Invitation to Bid.
9. Amwaste, LLC shall provide to Montgomery County Commission, on May 1st of every contract year, a list of customer names, addresses (mailing and residential location), and phone numbers. Amwaste, LLC shall furnish this information in paper and electronic format.
10. That the contract period will be for three (3) years beginning on August 1, 2018 and ending on July 30, 2021, and shall be automatically renewed for successive three (3) year terms unless cancelled by either party upon written notice by certified mail given ninety (90) days before the expiration of such initial or renewal term.
11. That Amwaste, LLC agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Amwaste, LLC death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Amwaste, LLC agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Amwaste, LLC also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
12. 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 Amwaste, LLC.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of 18th day of June 2018.

WITNESS:

AMWASTE, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 6

AGENDA

JUN - 4 2018

DEPARTMENT: Engineering REQUESTED BY: George Speake 5/22/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/24/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equipment	111-53199.211	3,000	3,000	6,000
Road Constr/Main Supplies	111-53199.213	170,825	(3,000)	167,825
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 173,825	\$ 0	\$ 173,825

JUSTIFICATION: To realign budget for Office Supplies and Minor Equipment.

AGENDA

Request Number: 2

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUN - 4 2018

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Engineering
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title Engineering Aide I
 Position Number 640574011
 Pay Grade A03 Pay Range \$25,630-\$38,294
 Proposed Effective Date June 4, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The Engineering Department would like to promote an employee to this position as an Engineering Aide I, position #640574011 and remove allocation of the Civil Engineering Tech II position #640628020.

George Speake
 Department Head

Date May 8, 2018

FINANCIAL IMPACT:

The Engineering Aide I salary is less than the Civil Engineering Tech II salary so the change will create a budget savings.

Sherrill Thomas
 Finance Director

Date 5/10/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

JUN - 4 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title INMATE GRIEVANCE DISCIPLINARY CLERK

Position Number 500454109 (replace R McKinzie)

Pay Grade A03 Pay Range 25,630-38,294

Proposed Effective Date June 11, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/22/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/22/2018

Sherrill Thomas

Finance Director

Date 5/24/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JUN - 4 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal
Position Number 550429033 (replace J Davis)
Pay Grade PS2 Pay Range 40,575-54,816
Proposed Effective Date JUNE 11, 2018
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/23/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/23/2018

Sherrill Thomas

Finance Director

Date 5/24/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JUN - 4 2018

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee

Position Number 550430075 (Replace C Jones)

Pay Grade PS1-4 Pay Range 38,236

Proposed Effective Date June 18, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/29/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/31/2018

Sherrill Thomas

Finance Director

Date 5/31/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 15

AGENDA

JUN - 4 2018

Date: May 23, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Washington, D.C.
Departure Date: June 12, 2018 Return Date: June 14, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the 2018 Montgomery Area Chamber of Commerce Washington D.C. Fly In

Traveler (s) Name: 1. Doug Singleton 4. _____
2. Isaiah Sankey 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,950.00 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: ** Total Cost \$2950.00**

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

The above request is app. 6/4/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,950.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$18,576.47</u>	
Budget Available:	<u>\$3,923.53</u>	
Current Requests:	<u>\$2,950.00</u>	
Budget Balance:	<u>\$973.53</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/24/2018
cc: Finance Director / Buyer

JUN - 4 2018

Montgomery County Commission
Travel / Training Request Approval
Request # 3

Date: May 29, 2018
To: Donald L. Mims, Administrator
From: Hannah Hawk
Re: Approval for the following travel:

Destination: Prattville, Al
Departure Date: June 20, 2018 Return Date: June 21, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend the CGEI: Ethics for Public Officials and Employees

Traveler (s) Name: 1. Hannah Hawk 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$219.88 Advance Registration Required: \$185.00
Department Name: Public Affairs Fund Name: General

Additional Comments: Registration - \$185.00 Mileage - \$34.88

To: Hannah Hawk
From: Donald L. Mims, Administrator

The above request is app. 6/4/18 reimbursement of actual and necessary expenses in the
approximate amount of \$219.88 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$278.24</u>
Budget Available:	<u>\$1,721.76</u>
Current Requests:	<u>\$219.88</u>
Budget Balance:	<u>\$1,501.88</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/29/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 16

AGENDA

JUN - 4 2018

Date: 5/24/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Hilton Garden Inn Montgomery, East Chase
Departure Date: June 27, 2018 Return Date: June 27, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Asphalt Construction Inspection and Maintenance Seminar

Traveler (s) Name: 1. Robert Lindsey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265

Additional Comments: _____

To: George Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 6/4/18 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$8,280.00</u>	
Budget Available:	<u>\$1,720.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$1,570.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/29/2018
cc: Finance Director / Buyer