

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JULY 2, 2018

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:10 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Singleton. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

DISCUSSION BY THE COMMISSION

Vice Chairman Walker requested a \$1,000 miscellaneous appropriation from her agencies account to East Montgomery Baseball and Softball, Inc., for the Triple A All-Stars Boys Baseball League.

Vice Chairman Walker requested a \$1,000 miscellaneous appropriation from her agencies account to Montgomery Gray Girls Softball League, a Division of Dixie Youth Baseball for travel costs for the State Tournament.

Commissioner Sankey requested a \$1,000 miscellaneous appropriation and Commissioner Harris requested a \$1,500 miscellaneous appropriation from their agencies accounts to the City of Montgomery, BONDS for the Westside Organization for Youth Program.

Commissioner Harris requested a \$1,000 miscellaneous appropriation his agencies account to the City of Montgomery, BONDS for the Woodley Park Neighborhood Association for beautification.

Commissioner Sankey requested a \$2,000 miscellaneous appropriation and Commissioner Harris requested a \$1,000 miscellaneous appropriation from their designated revenue accounts to the Successful Living Center for the Adult Day Care Program for Low to Moderate Income Elderly Individuals that have Dementia.

The Commission agreed to add these items to the miscellaneous appropriations accounts that were on the agenda.

Chairman Dean noted Amendment Number 1 to Contract with Liberty Disposal regarding dumpster rental and trash collection services at the Butler Community Center on a monthly basis at \$90.00 per month, Contract Number 51901-18B-014. He recommended that the dumpster be provided as soon as possible. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reminded everyone that the next County Commission meeting would be held July 23, 2018 at Trenholm State Community College, Auditorium (Building D), Patterson Campus 3920 Troy Highway. He noted that the information session will begin at 5:00 p.m., followed by the formal session at 6:30 p.m.

PRESENTATION BY PRESIDING CIRCUIT COURT JUDGE JOHNNY HARDWICK, FIFTEENTH JUDICIAL CIRCUIT – UPDATE REGARDING YOUTH FACILITY

Presiding Circuit Court Judge Johnny Hardwick, Fifteenth Judicial Circuit, informed the Commission that an organizational and management audit will be performed at the Youth Facility within the next 30 days. He stated that he would update the Commission of the findings after the audit is completed.

PRESENTATION BY PERSONNEL DIRECTOR CARMEN DOUGLAS

Personnel Director Carmen Douglas introduced Summer Student Rodneysha Brooks with the Personnel Department. She noted that Miss Brooks is a student at Alabama State University. Mrs. Douglas updated the Commission regarding the projected cost of implementation of the 2017-2018 County Classification and Pay Study. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding an Agreement between the Montgomery County Sheriff's Office, Montgomery County Commission, Autauga County Sheriff and Autauga County for Montgomery County to house and feed up to a combined total of (30) juvenile male detainees from the Autauga County Detention Facility. Commissioner Harris asked that "a combined total" be removed from the Agreement. After discussion, the Commission agreed to waive rules and add the Agreement to the agenda, with the recommended modification.

Sheriff Cunningham presented a Master Agreement and Addenda with NASPO, a National Purchasing Cooperative, for vehicle lifts and garage associated equipment and small hand and power tools. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Cunningham briefed the Commission regarding an Agreement with Diversified Computer Services, L.L.C., to provide software for the fleet maintenance shop to maintain inventory and

service records and to generate billing for work performed on vehicles. Deputy Administrator Cauthen stated that it will also be used by Support Services. Chief Information and Technology Officer Lou Ialacci recommended approval of the Agreement. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Cunningham discussed a proposed Public Service Announcement Campaign by Central Alabama Crime Stoppers to target youth and violent crime in Montgomery County. Administrator Mims presented an email from Executive Director Tony A. Garrett with Central Alabama Crime Stoppers requesting funding in the amount of \$2,500 for the Public Service Announcement Campaign. Administrator Mims also presented a memo from Sheriff Cunningham expressing his support for the Commission to fund the request. After discussion, the Commission agreed to place on the next agenda funding in the amount of \$2,500 for this PSA.

Administrator Mims presented a letter and registration form from Grant Writer Regina Walker regarding a second series of free youth fishing classes.

PRESENTATION BY CHIEF REVENUE CLERK ALLYSON HOLLAND

Chief Revenue Clerk Allyson Holland presented the list of Insolvents, Errors and Taxes in Litigation for 2017 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and related Resolution. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson briefed the Commission regarding a Proposed Amended Resolution regarding Taxpayers Bill of Rights. After discussion, the Commission agreed to place this item on the next agenda. She reminded the Commission of the upcoming Back-to-School Sales Tax Holiday.

County Attorney Thomas T. Gallion, III, briefed the Commission regarding a Class Action Lawsuit to Recover Additional Sums under the Payments In Lieu of Taxes Act (PILT Act) for Fiscal Years 2015, 2016 and 2017. He recommended that the Commission opt-in to this lawsuit. After discussion, the Commission agreed place this item on the next agenda.

Administrator Mims presented an email from NACo announcing that the Supreme Court overturned the “physical presence” standard in a major sales tax collection case.

PRESENTATION BY EXECUTIVE DIRECTOR PAUL BROWN WITH COMMUNITY CORRECTIONS

Executive Director Paul Brown briefed the Commission regarding the 2018-2019 Annual Community Corrections Plan. After discussion, the Commission agreed to place this item on the next agenda.

Chairman Dean requested to see the Community Corrections numbers at the next meeting.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci stated that he did not have anything to report to the Commission and thanked them for their support.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake advised the Commission that the contractor had completed paving on Macon County Road and would be paving Flowers Road this week. He also mentioned that the Old Selma Road resurfacing project remains on schedule for the July 2018 State project letting. In closing, he stated that several trees were downed by the thunderstorms at various locations on Thursday afternoon, June 28, 2018, but all affected roadways have since been cleared of these debris.

COMMENTS BY ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims requested that the Commission recognize and deny a Notice of Claim regarding Donna L. Watson. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Bid Award to Logo Branders, for Polo Shirts, Bid Number 52110-18B-022 for the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Media Advisory from Probate Judge's Office regarding the change in hours that the Montgomery County Probate Tag Offices are open to the public.

Administrator Mims presented a letter from Montgomery Area Council On Aging (MACOA) requesting funding in the amount of \$30,000 to pay off the remaining loan for the completed kitchen expansion for the Meals on Wheels Program. Vice Chairman Walker expressed her support for the funding. After discussion, the majority of the Commission agreed to appropriate \$30,000 from the joint designated revenue account for this program.

Administrator Mims presented an email from Chemical Addictions Program Chairman James Dupree, Jr., regarding the sale of Property on Air Base Boulevard for \$48,350. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented the final version of the Participation Agreement with One Place Family Justice Center, which was approved at the June 18, 2018 Commission meeting. He noted that Commissioner Harris reviewed and approved the modifications.

Administrator Mims briefed the Commission regarding a request from Commissioner Sankey to carry forward the year-end balances in the Miscellaneous Appropriations for Education. Commissioner Harris recommended that all of these funds be spent in the current budget year

due the schools needing the funds for their programs. After discussion, the Commission agreed that the funds should not be carried forward.

Administrator Mims presented the 2019 Budget Calendar. He noted that Budget Hearings will begin at 8:30 a.m., July 18, 2018.

Administrator Mims presented a schedule of Upcoming Bids/Contract Renewals for July – September 2018.

Administrator Mims presented Modification Number 1 to the Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-18. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding two upcoming Bid Awards regarding landscaping at the Montgomery Industrial Park and a fuel management system. After discussion, the Commission agreed to place these items on the next agenda.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter. Commissioner Singleton made a motion to go into the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by each Commissioner, openly giving their individual vote.

Administrator Mims noted that all five Commissioners were present and that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from Ellen McNair and a Checklist for Conducting Lawful Executive Sessions, Pages 31-1 and 31-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Commissioner Singleton made a motion to recess the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Bishop Sawyer of the Mathew Church of God.

The Pledge of Allegiance was led by Chairman Dean.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Walker and Members Harris, Sankey and Singleton. Also present were County Attorney Thomas T. Gallion, III and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Mrs. Sandra L. Edwards, Vice President of Pens UP! Guns Down, thanked the Commission for allowing her the opportunity to address them. Mrs. Edwards said Pins Up! Guns Down was formed to help promote the safety of our nation's children. She expressed concern about the mass shootings that have taken place in the schools. Mrs. Edwards said her organization educates children on EOV, Education Over Violence. She said they will be hosting a Community Service Civic Duties Week July 16th thru July 20th. Mrs. Edwards passed out literature and asked the Commission for support.

Ms. Veronica McKenzie, Executive Director of the Successful Living Center, addressed the Commission regarding her new vision for the center. She said she would like to start an inter-generational program that will serve senior citizens with Alzheimer and special needs children, in addition to the programs that are already offered. Ms. McKenzie asked the Commission to help in this effort and thanked Commissioner Sankey, Commissioner Harris and the entire Commission for their support in the past.

Ms. Torian Hamilton, founder of Positive Parents Have Power, Inc., briefed the Commission on the services it provides for parents who have lost a child to violence. Ms. Hamilton said she is purchasing property on Mulberry Street to expand her organization to include a wellness center for parents and asked each Commissioner to donate to the project. Ms. Hamilton passed out literature and thanked the Commission for allowing her to speak.

Montgomery County Probate Judge Steven Reed reminded everyone that Monday, July 2, 2018 is the last day to register to vote in the July 17th runoff elections. He also asked everyone to remind others to vote on Tuesday, July 17, 2018. Chairman Dean inquired about the relocation of the Macedonia voting site for the upcoming municipal election. Judge Reed explained the reason for the move.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of June 18, 2018. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Donald Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 7, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED A RESOLUTION CONCERNING THE SUBMISSION OF THE 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION APPLICATION FOR THE EASTWOOD VILLA NEIGHBORHOOD

Commissioner Singleton made a motion to adopt the Resolution concerning the Submission of the 2018 Community Development Block Grant (CDBG) Housing Rehabilitation Application for the Eastwood Villa Neighborhood. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Resolution and Email, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION FOR RESURFACING MERIWETHER TRAIL (7.047 MILES), PROJECT NO. MCP 51-04-18

Commissioner Singleton made a motion to adopt the Resolution for Resurfacing Meriwether Trail (7.047 Miles), Project No. MCP 51-04-18. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Resolution and Maps, Agenda Pages 2-1 through 2-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION FOR RESURFACING SNOWDOWN CHAMBERS ROAD (5.403 MILES), PROJECT NO. MCP 51-03-18

Commissioner Singleton made a motion to adopt the Resolution for Resurfacing Snowdown Chambers Road (5.403 Miles), Project No. MCP 51-03-18. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Resolution and Maps, Agenda Pages 3-1 through 3-4, are attached to these Minutes.)

TAX AND AUDIT DEPARTMENT – APPROVED RENEWAL AGREEMENT WITH DON H. PAYNE REGARDING EXTERNAL COLLECTION SERVICES

Commissioner Harris made a motion to approve the Renewal Agreement with Don H. Payne regarding External Collection Services. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 4-1 through 4-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 5 TO CONTRACT WITH MASTSEC, LLC REGARDING A SIXTY-THREE (63) DAY EXTENSION, BEGINNING JUNE 30, 2018 AND ENDING ON AUGUST 31, 2018 FOR SECURITY GUARD SERVICES, CONTRACT NUMBER 51100-16B-004

Commissioner Harris made a motion to approve Amendment Number 5 to Contract with MASTSEC, LLC regarding a Sixty-Three (63) Day Extension, beginning June 30, 2018 and ending on August 31, 2018 for Security Guard Services, Contract Number 51100-16B-004. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

(Copies of Memorandum and Contract, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH SAFE GUARD PEST SERVICES REGARDING A ONE (1) YEAR EXTENSION, BEGINNING SEPTEMBER 1, 2018 AND ENDING ON AUGUST 31, 2019 FOR PEST CONTROL SERVICES, CONTRACT NUMBER 51901-16B-028

Commissioner Harris made a motion to approve Amendment Number 1 to Contract with Safe Guard Pest Services regarding a One (1) Year Extension, beginning September 1, 2018 and ending on August 31, 2019 for Pest Control Services, Contract Number 51901-16B-028. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SALE OF APPROXIMATELY FIVE (5) ACRES OF LAND, BASED UPON A PROPOSED SURVEY, IN THE MONTGOMERY INDUSTRIAL PARK TO INDUSTRIAL PARTNERS, LLC IN ACCORDANCE WITH THE ROLLING OPTION AGREEMENT FOR POSSIBLE EXPANSION OF BUILDING LOCATED AT 780 INDUSTRIAL PARK BOULEVARD

Vice Chairman Walker made a motion to approve the Sale of Approximately Five (5) Acres of Land, based upon a Proposed Survey, in the Montgomery Industrial Park to Industrial Partners, LLC in accordance with the Rolling Option Agreement for Possible Expansion of Building located at 780 Industrial Park Boulevard. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of letter and Support Documents, Agenda Pages 7-1 through 7-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to Agencies included in the July 2, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 8-1, is attached to these Minutes.)

COUNTY COMMISSION – MISCELLANEOUS APPROPRIATIONS TO EDUCATION

No action was taken. No appropriations were requested. (Copy of Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations from Designated Revenue included in the July 2, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations From Designated Revenue. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following nine items, and the Commission concurred. Commissioner Harris made a motion to approve the nine agenda items. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission

APPRAISAL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 3

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 3, Appraisal Department. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

BOARD OF REGISTRARS – APPROVED BUDGET CHANGE REQUEST NUMBER 1

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 1, Board of Registrars. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 3

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 3, Community Corrections. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 1

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget

Change Request Number 1, Detention Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE (PRE-TRIAL DIVERSION) – APPROVED BUDGET CHANGE REQUEST NUMBER 2

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 2, District Attorney's Office (Pre-Trial Diversion). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

RECREATION BOARD – APPROVED BUDGET CHANGE REQUEST NUMBER 2

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 2, Recreation Board. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 16-1, is attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 2

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 2, Revenue Commissioner's Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 17-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 4

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 4, Sheriff's Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 18-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 1

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve Budget Change Request Number 1, Youth Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 19-1, is attached to these Minutes.)

End of Omnibus Vote

DETENTION FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Corrections Officer Trainee, Position Number 500419103

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 20-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. County Road Equipment Operator III, Position Number 630553005
2. County Road Equipment Operator III, Position Number 630553009

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 21-1 and 21-2, are attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED POSITION FILL REQUESTS (3)

1. Customer Service Clerk, Position Number 750016043
2. Records Supervisor, Position Number 750058004
3. Probate Court Clerk, Position Number 750062005

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 22-1 through 22-3, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Deputy Sheriff Sergeant, Position Number 550432129

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 23-1, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED TO ALLOCATE A DEPUTY SHERIFF (PART-TIME) POSITION AND RELATED POSITION FILL REQUEST AND TO REMOVE THE ALLOCATION OF A COURT SECURITY OFFICER

Commissioner Singleton made a motion to approve to Allocate a Deputy Sheriff (Part-Time) Position and Related Position Fill Request and to Remove the Allocation of a Court Security Officer. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 24-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (6)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|----------------------------|
| 1. County Commission | Request Number 18 |
| 2. Finance Department | Request Numbers 5, 6 and 7 |
| 3. Engineering Department | Request Number 17 |
| 4. Appraisal Department | Request Number 12 |

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 25-1 through 25-6, are attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

SHERIFF’S OFFICE – APPROVED AGREEMENT BETWEEN THE MONTGOMERY COUNTY SHERIFF’S OFFICE, MONTGOMERY COUNTY COMMISSION, AUTAUGA COUNTY SHERIFF’S AND AUTAUGA COUNTY COMMISSION FOR MONTGOMERY COUNTY TO HOUSE AND FEED UP TO A TOTAL OF (30) JUVENILE MALE DETAINEES FROM THE AUTAUGA COUNTY DETENTION FACILITY

Commissioner Harris made a motion to approve the Agreement between the Montgomery County Sheriff’s Office, Montgomery County Commission, Autauga County Sheriff’s and Autauga County Commission for Montgomery County to House and Feed Up to a Total of (30) Juvenile Male Detainees from the Autauga County Detention Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of the Memorandum, Agreement, and Attorney Gallion’s Opinion, Agenda Pages 26-1 through 26-4, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED MASTER AGREEMENT AND ADDENDA WITH NASPO, A NATIONAL PURCHASING COOPERATIVE, FOR VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT AND SMALL HAND AND POWER TOOLS

Commissioner Singleton made a motion to approve the Master Agreement and Addenda with NASPO, a National Purchasing Cooperative, for Vehicle Lifts and Garage Associated Equipment and Small Hand and Power Tools. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of the Memorandum, Addenda and Master Contract, Agenda Pages 27-1 through 27-48, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH LIBERTY DISPOSAL REGARDING DUMPSTER RENTAL AND TRASH COLLECTION SERVICES AT THE BUTLER COMMUNITY CENTER ON A MONTHLY BASIS AT \$90.00 PER MONTH, CONTRACT NUMBER 51901-18B-014

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Liberty Disposal regarding Dumpster Rental and Trash Collection Services at the Butler Community Center on a Monthly Basis at \$90.00 per month, Contract Number 51901-18B-014. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of the Memorandum and Contract, Agenda Pages 28-1 and 28-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO PARTICIPATE IN A CLASS ACTION LAWSUIT TO RECOVER ADDITIONAL SUMS UNDER THE PAYMENT IN LIEU OF TAXES ACT (PILT ACT) FOR FISCAL YEARS 2015, 2016 AND 2017

Commissioner Harris made a motion to approve to Participate in a Class Action Lawsuit to Recover Additional Sums under the Payment In Lieu of Taxes Act (PILT Act) for Fiscal Years 2015, 2016 and 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Attorney Gallion's Opinion, Memorandum, Official Notice, and Email, Agenda Pages 29-1 through 29-14, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AGREEMENT WITH DIVERSIFIED COMPUTER SERVICES TO PROVIDE SOFTWARE FOR THE FLEET MAINTENANCE SHOP TO MAINTAIN INVENTORY AND SERVICE RECORDS AND TO GENERATE BILLING FOR WORK PERFORMED AND FOR SUPPORT SERVICES TO TRACK WORK ORDERS AND PROVIDE MAINTENANCE RECORDS FOR ALL FACILITIES.

Commissioner Harris made a motion to approve the Agreement with Diversified Computer Services to provide software for the Fleet Maintenance Shop to maintain inventory and service records and to generate billing for work performed and for Support Services to track work orders provide maintenance records for all facilities. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 30-1 through 30-10, are attached to these Minutes.)

COMMENTS FROM THE COMMISSIONERS

Commissioner Singleton said good morning to everyone and acknowledged the Corrections Officers who were in the audience.

Commissioner Sankey said good morning and Happy Independence Day to everyone.

Vice Chairman Walker had no comments.

Chairman Dean said good morning.

Commissioner Harris said good morning and have a happy holiday.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK AND COPPERWING FOUNDER ANGELA STIFF AND PARTNER BRIAN KEY

Manager of Public Affairs introduced Copperwing Founder Angela Stiff and Partner Brian Key. She noted that this company is conducting a branding campaign for Montgomery County Commission. The Commission discussed goals and challenges for Montgomery County. Ms. Stiff and Mr. Key stated that the input was helpful and they would keep them updated.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims presented a letter from District Attorney Daryl Bailey requesting funding in the amount of \$250 for food and beverages for the Junior Police Academy Program event. Vice Chairman Walker requested a \$250 miscellaneous appropriation from her agencies account for this event. The Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen stated that an online survey was sent to all county employees requesting their input regarding the County's website.

ADJOURNMENT

Vice Chairman Walker made a motion to adjourn the meeting of the Montgomery County Commission on July 2, 2018, at 10:54 a.m. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

AGENDA

JUL - 2 2018

7-2-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-13-18

Check Number	To	Check Number
278664		279242
Total Checks Paid		\$60,585.00

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

** POLL WORKERS **

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-8-18

Check Number	To	Check Number
279243		279303
Total Checks Paid		\$761,516.67**

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

** ACH included in amount **

AGENDA

JUL - 2 2018

7-2-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-15-18

Check Number	To	Check Number
279304		279384
Total Checks Paid		\$566,733.28**

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

** EFTs included in amount **

AGENDA

JUL - 2 2018

7-2-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-22-18

Check Number	To	Check Number
279385		279422
Total Checks Paid		\$320,832.25**

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

** ACH included in amount **

AGENDA

JUL - 2 2018

7-2-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-22-18

Check Number	To	Check Number
279423		279501
Total Checks Paid		\$613,091.08**

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

** EFTs included in amount **

7-2-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-22-18

Check Number	To	Check Number
279502		279504
Total Checks Paid		\$83,467.44

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

** Replacement checks for EFTs done on 6/15/18 & 6/22/18 **

MONTGOMERY COUNTY COMMISSION

JUL - 2 2018

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
6/22/18

Payroll Check Number	130260	To	Payroll Check Number	130330	\$	49,026.62
Direct Deposits					\$	923,505.00
Payroll Check Number	130331	To	Payroll Check Number	130350	\$	270,725.93
Direct Deposits					\$	400,527.04
Federal Deposits					\$	336,880.55
Total Payroll Paid					\$	1,980,665.14

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

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

AGENDA

JUL - 2 2018

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: June 12, 2018

RE: 2018 CDBG Application Consideration for
Housing Rehabilitation in Eastwood Villa Community

As you are aware, the County Commission has been briefed on the upcoming 2018 CDBG grant application deadline. At the 6/4/2018 Commission meeting a Public Hearing was held to gain citizen input on projects to be considered for this year. The possibility of resubmitting for the fourth consecutive year a CDBG application for housing rehabilitation in the Eastwood Villa Community was again a project for consideration.

As a requirement for CDBG application submission, the County Commission must resolve to submit an application as well as pledge required matching funds for the project. At this time I would like to present the attached Resolution for Commission consideration at the 6/18/2018 work session. If it pleases the Commission, this Resolution will then be placed on the 7/2/2018 agenda for adoption in order to meet the 7/31/2017 CDBG application submission deadline.

I will be at the Commission meeting on 6/18/2018 to answer any follow-up questions. Thank you for your assistance.

1-1

RESOLUTION

WHEREAS, the Montgomery County Commission is eligible to submit an FY 2018 application for funding assistance made available under the Housing and Community Development Act of 1974, as amended, through the Community Development Block Grant (CDBG) Program administered by the Alabama Department of Economic and Community Affairs (ADECA); and,

WHEREAS, it has been determined that the greatest community development need that exists in the County which can be best addressed by the CDBG County Competitive Fund is providing housing rehabilitation assistance in a specific neighborhood of the County, namely Eastwood Villa, that has been identified as requiring such assistance and consisting of predominantly low-and-moderate income persons; and

WHEREAS, as a condition of approval of a CDBG project, there must be sufficient matching funds of no less than 10% committed to a project; and

WHEREAS, the Montgomery County Commission intends to provide its match commitment from program participants receiving rehabilitation assistance, and as required by ADECA, in the event homeowner match does not materialize, officially commits stated matching funds to the project.

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

SECTION 1. That the Montgomery County Commission submits an FY 2018 CDBG County Competitive Fund application to ADECA for funding assistance in the amount of \$350,000 for the purpose of implementing a housing rehabilitation program in the Eastwood Villa neighborhood of the County.

SECTION 2. That the Montgomery County Commission hereby agrees to commit \$35,000 of matching funds toward the project and that said funds will not be spent on private property but will instead be used for professional services or necessary clearance testing should sufficient funds not be provided by participating homeowners.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman of the Montgomery County Commission, is hereby authorized and directed to execute all required application documents on behalf of the County, and take such other actions as may be required to implement the project should it be funded.

PASSED, ADOPTED AND APPROVED this 2nd day of July, 2018.

ATTEST:

Elton N. Dean, Sr., Chairman

Donald L. Mims, County Administrator

Tammy Nix

From: Leslie York <lyork@carpdc.com>
Sent: Tuesday, June 12, 2018 10:43 AM
To: Donald Mims
Cc: Tammy Nix
Subject: CDBG Resolution for Eastwood Villa Project
Attachments: Memo to Donnie Mims RE Resolution for CDBG Application Consideration for Eastwood Villa (6-18-2018).doc; RESOLUTION - 2018 CDBG Application for Eastwood Villa (7-2-2018).doc

Donnie –

Please find attached a memo for the 6/18/2018 Commission meeting requesting that the Commission consider approval of a Resolution to submit a CDBG Application for Eastwood Villa Housing Rehab at the 7/2/2018 meeting. The Resolution is also attached for their review and consideration.

I have on my calendar, from our previous timeline discussion, that I should be at the 6/18/2018 Commission meeting at 8:20 for the briefing on the Resolution. Please let me know if you have questions or if that schedule has changed. Thanks for your help!

Leslie York

Community Development Manager
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
334.262.4300
334.262.6976 Fax

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

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

ELTON N DEAN, SR.
Chairman

Rhonda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

June 14, 2018

AGENDA

JUL - 2 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
6/14/2018

SUBJECT: Approval of Resolution for Project No. MCP 51-04-18
Resurfacing Meriwether Trail (7.047 miles).

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-04-18 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/kb
Attachments
C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-04-18

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Widen, Level, Resurface, and Traffic Stripe Meriwether Trail (CR-28) from Highway 94 east 7.047 miles to the county line.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2018.

Montgomery County Commission
Governing Body

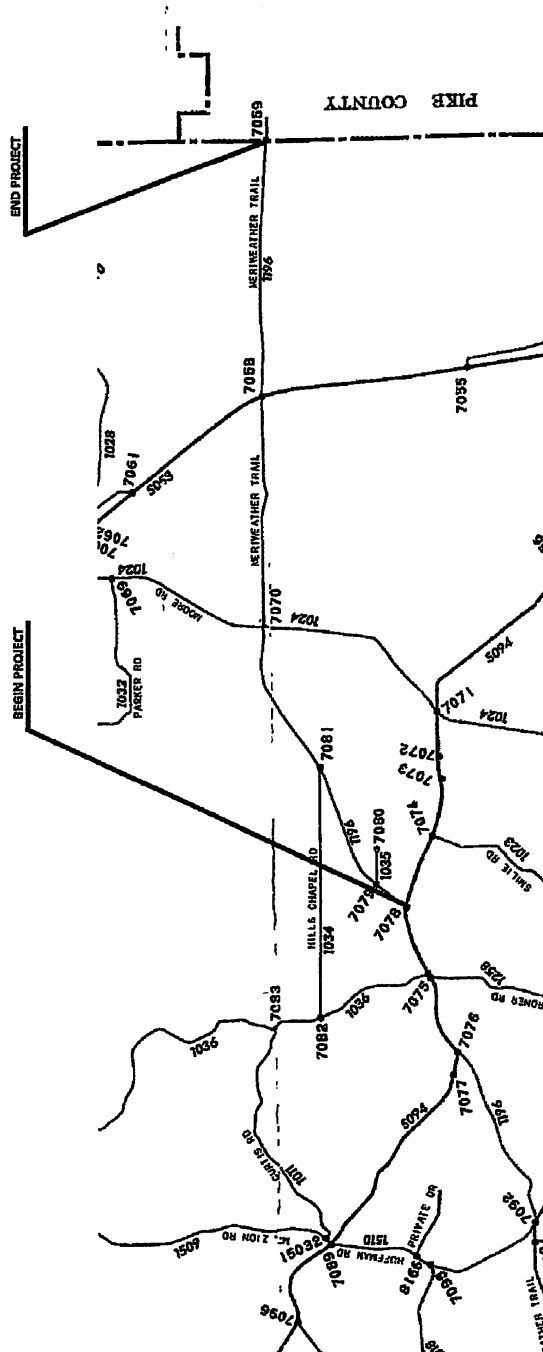
Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member



ELTON N DEAN, SR.
Chairman
Rhonda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

June 14, 2018

AGENDA

JUL - 2 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
6/14/2018

SUBJECT: Approval of Resolution for Project No. MCP 51-03-18
Resurfacing Snowdoun Chambers Road (5.403 miles).

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-03-18 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/kb
Attachments
C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-03-18

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Widen, Level, Resurface, and Traffic Stripe Snowdown Chambers Road (CR-18) from Hobbie Road east 5.403 miles to Woodley Road.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2018.

Montgomery County Commission
Governing Body

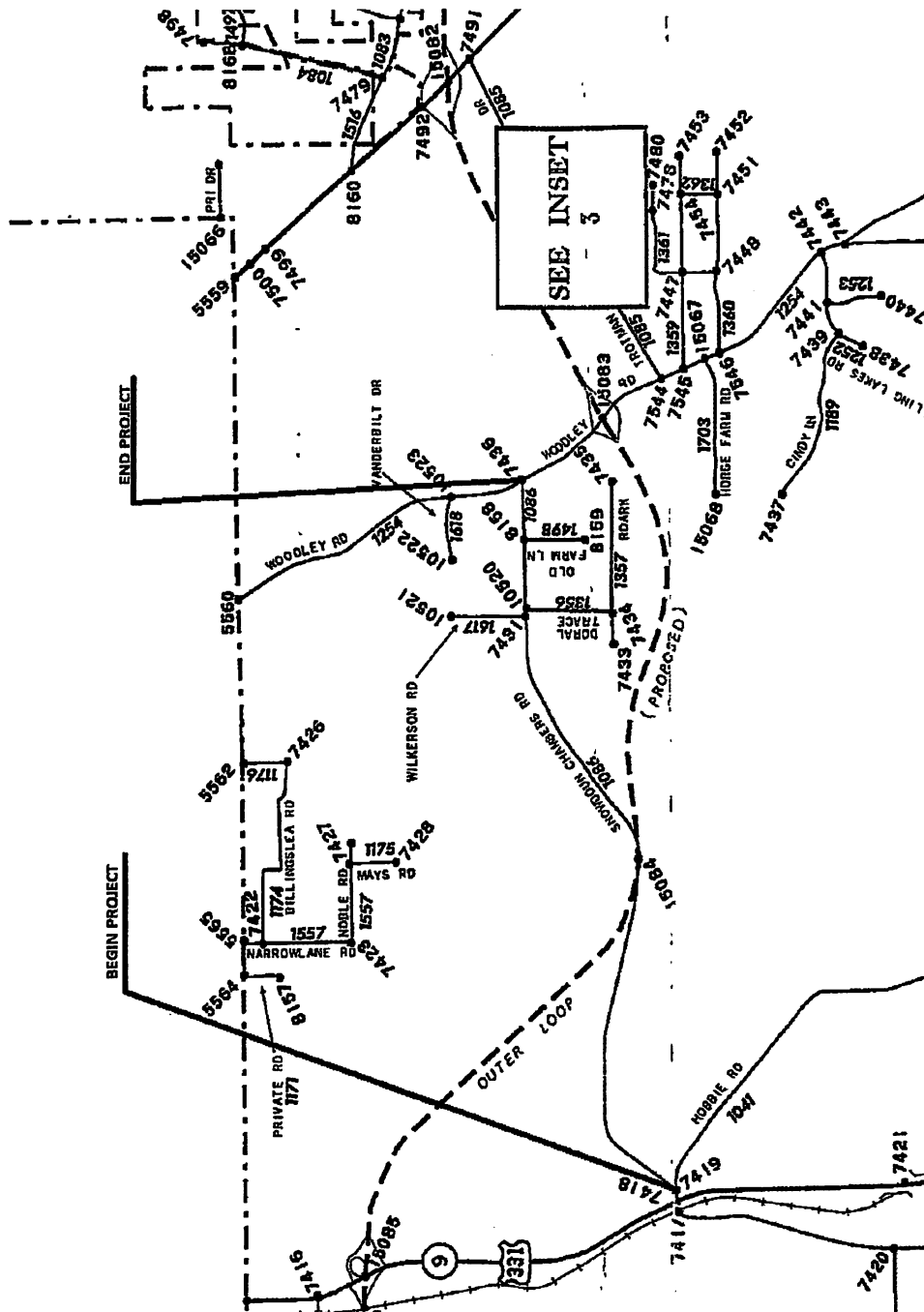
Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member



ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

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

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

MONTGOMERY COUNTY COMMISSION

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

AGENDA

JUL - 2 2018

MEMORANDUM

DATE: June 13, 2018

TO: Sherrill Thomas, Finance Director *ST 6/13/18*

FROM: Terri Henderson, Revenue Manager *Terri Henderson 06/13/2018*

RE: Renewal of External Collection Services Agreement

Please note the term of our current External Collection Services Agreement between the Montgomery County Commission and Don H. Payne is set to expire on August 13, 2018. Attached is the proposed renewal Agreement for a new eighteen (18) month term commencing on August 14, 2018. Except for the new effective date of August 14, 2018, the proposed renewal Agreement reads the same as the current Agreement that was previously reviewed by Attorney Constance Walker with Haskell Slaughter Gallion & Walker, LLC. A copy of the current Agreement is also attached. The current Agreement has been in effect since February 14, 2017.

I would respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on June 18, 2018, or as soon as possible thereafter, for further discussion and consideration. Thank you in advance for your consideration and assistance with this matter.

tah/attachments

AGREEMENT

THIS NEW AGREEMENT made this 14th day of August 2018 between The MONTGOMERY COUNTY COMMISSION ("COUNTY") AND DON H. PAYNE (MR. PAYNE or the EXTERNAL COLLECTOR).

WITNESSETH:

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

WHEREAS, The COUNTY and EXTERNAL COLLECTOR desire to enter into AGREEMENT under which EXTERNAL COLLECTOR shall provide such tax collection services for delinquent accounts for the COUNTY;

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

1. Services/Scope.

During the term of this AGREEMENT, THE EXTERNAL COLLECTOR agrees to perform the following tax collection services for the COUNTY:

THE EXTERNAL COLLECTOR will provide tax collection services for a designated portion of businesses within Montgomery County's universe of non-property taxpayers as assigned or approved by Montgomery County. Taxes included in that universe include Sales, Use, Lodgings, Gasoline, and Fuel taxes. Collection services will be performed on those taxpayer accounts identified and assigned to the EXTERNAL COLLECTOR. Montgomery County will provide letters of authorization and introduction of EXTERNAL COLLECTOR as a representative of the COUNTY. Collection of delinquent taxes shall only be initiated with the assignment of delinquent accounts from Montgomery County. The EXTERNAL COLLECTOR agrees and understands that he shall have no authority to determine the amount of any tax, interest, court cost, or penalty owed to Montgomery County.

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

Conditions of Work.

It is understood that the EXTERNAL COLLECTOR may employ an appropriate range of means, methods, and conditions of work so long as such remain consistent with established and acceptable business practices for professional third party collecting firms under applicable law.

2. Fee for Services.

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

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

3. Term. The term of this AGREEMENT shall commence on the date hereof and shall continue in effect for eighteen (18) months or until canceled by either party upon ninety (90) days prior written notice of cancellation. This AGREEMENT shall terminate automatically if the EXTERNAL COLLECTOR loses or foregoes any license or bond that is required under applicable law.

4. Assignment. The EXTERNAL COLLECTOR may not assign the rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. Further, use of any other collector or individual other than MR. PAYNE must have prior approval from the Montgomery County.

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

6. Initial Dispute Resolution

If a dispute arises out of or relates to the AGREEMENT between the EXTERNAL COLLECTOR and the County, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

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

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

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

MONTGOMERY COUNTY COMMISSION

By: _____

Elton N. Dean, Sr.

Title: Chairman

Date: _____

DON H. PAYNE

By: _____

Don H. Payne

Date: _____

AGENDA

JUL - 2 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II II

DATE: June 13, 2018

RE: Contract No. 51100-16B-004
Security Guard Services

I request that the attached Amendment No. 5 to MASTSEC, LLC. contract for security guard services be considered for approval on a future agenda.

Amendment No. 5 will allow the contract to be extended for sixty three (63) days, beginning June 30, 2018 and ending on August 31, 2018.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51100-16B-004

Amendment No. 5

Contract with MASTSEC, LLC. for security services, is hereby extended for sixty three (63) days beginning June 30, 2018 and ending August 31, 2018.

All other provisions of the contract will remain the same.

WITNESS:

MASTSEC, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

JUL - 2 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: June 13, 2018

RE: Contract No. 51901-16B-028
Pest Control Services

I request that the attached Amendment No. 1 to Safe Guard Pest Services contract for pest control services be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning September 1, 2018 and ending on August 31, 2019.

Safe Guard Pest Services chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

This contact extension has been coordinated with Lamar Allen, General Services Director.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51901-16B-028

Amendment No. 1

Contract with Safe Guard Pest Services is hereby extended for one (1) year, beginning September 1, 2018 and ending August 31, 2019.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

SAFE GUARD PEST SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



INDUSTRIAL
Partners, LLC
Industrial Buildings Are Our Focus

AGENDA

JUL - 2 2018

Brokerage | Investment | Development

June 4, 2018

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

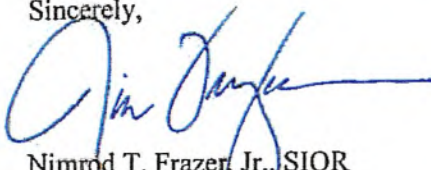
RE: Commission Meeting on June 18th – Possible Purchase of Land in Montgomery Industrial Park

Dear Donnie:

Per your request, I am submitting documentation for discussion at the upcoming County Commission meeting on June 18, 2018 for the purchase of additional land per our Rolling Option Agreement for a possible expansion of our building located at 780 Industrial Park Blvd. Industrial Partners is currently in discussions with a tenant at this location for a possible expansion of their current space. They currently occupy 103,870 SF of our 140,066 SF building. They would like us to expand the building approximately 45,538 SF. In order for us to expand this building, Industrial Partners would need to purchase an approximate 5 acres of land located on the north end of the building (per the attached drawing.) The purchase price is based on the Rolling Option Agreement between Montgomery County Commission and Industrial Partners, LLC and would be \$28,068 per acre or approximately \$140,340.00.

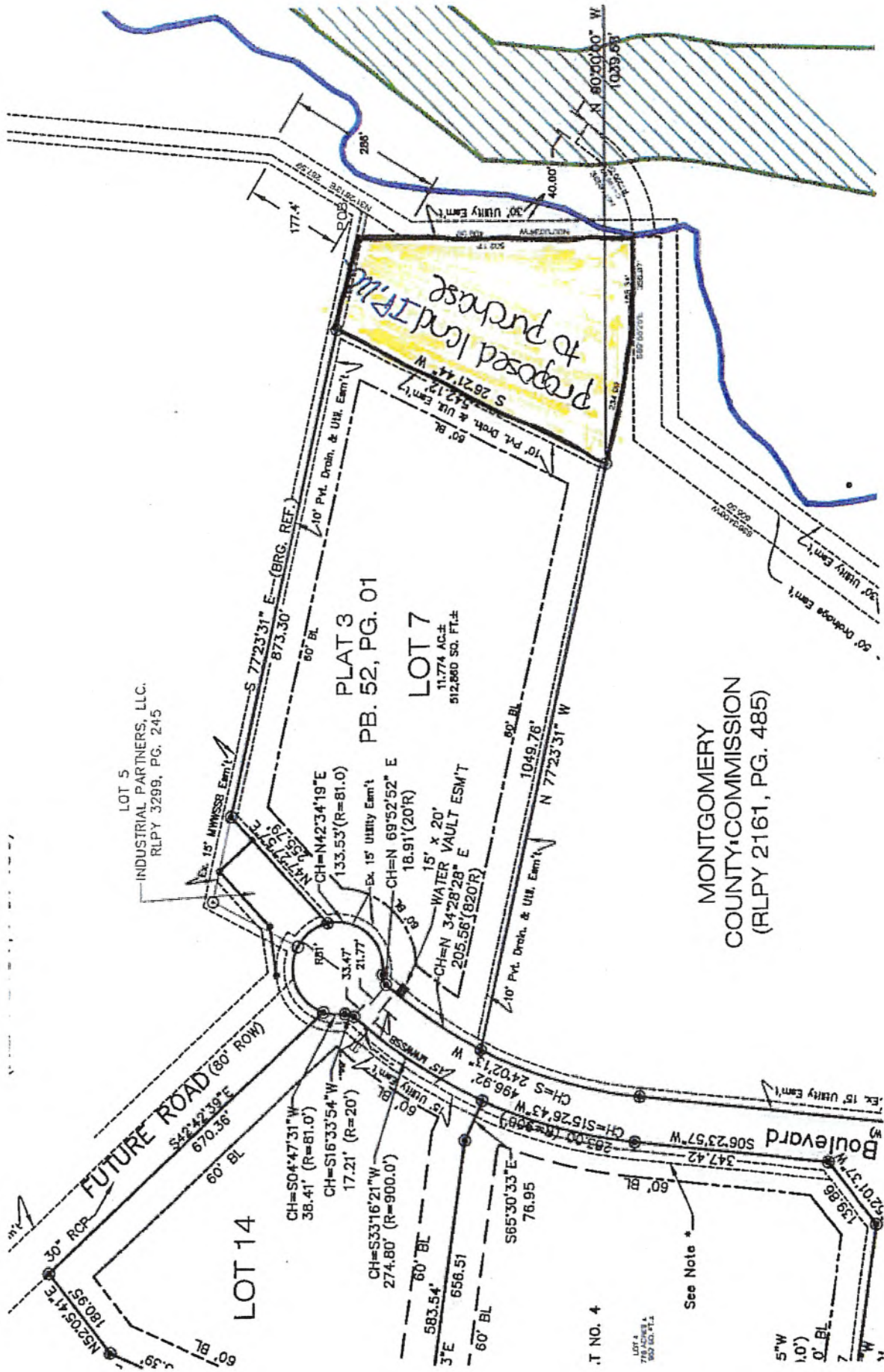
Please let us know if you need any other documentation at this time to be used in the meeting with the Commissioners. The discussion of expansion is still in the preliminary stages, but we must first be approved to purchase this additional land before we can continue with our plans for expansion.

Sincerely,



Nimrod T. Frazer, Jr., SIOR
Industrial Partners, LLC

4747 Woodmere Blvd. Montgomery, Alabama 36106
Tel: (334) 244-8650; Fax (334) 244-8665, www.industrialpartners.com



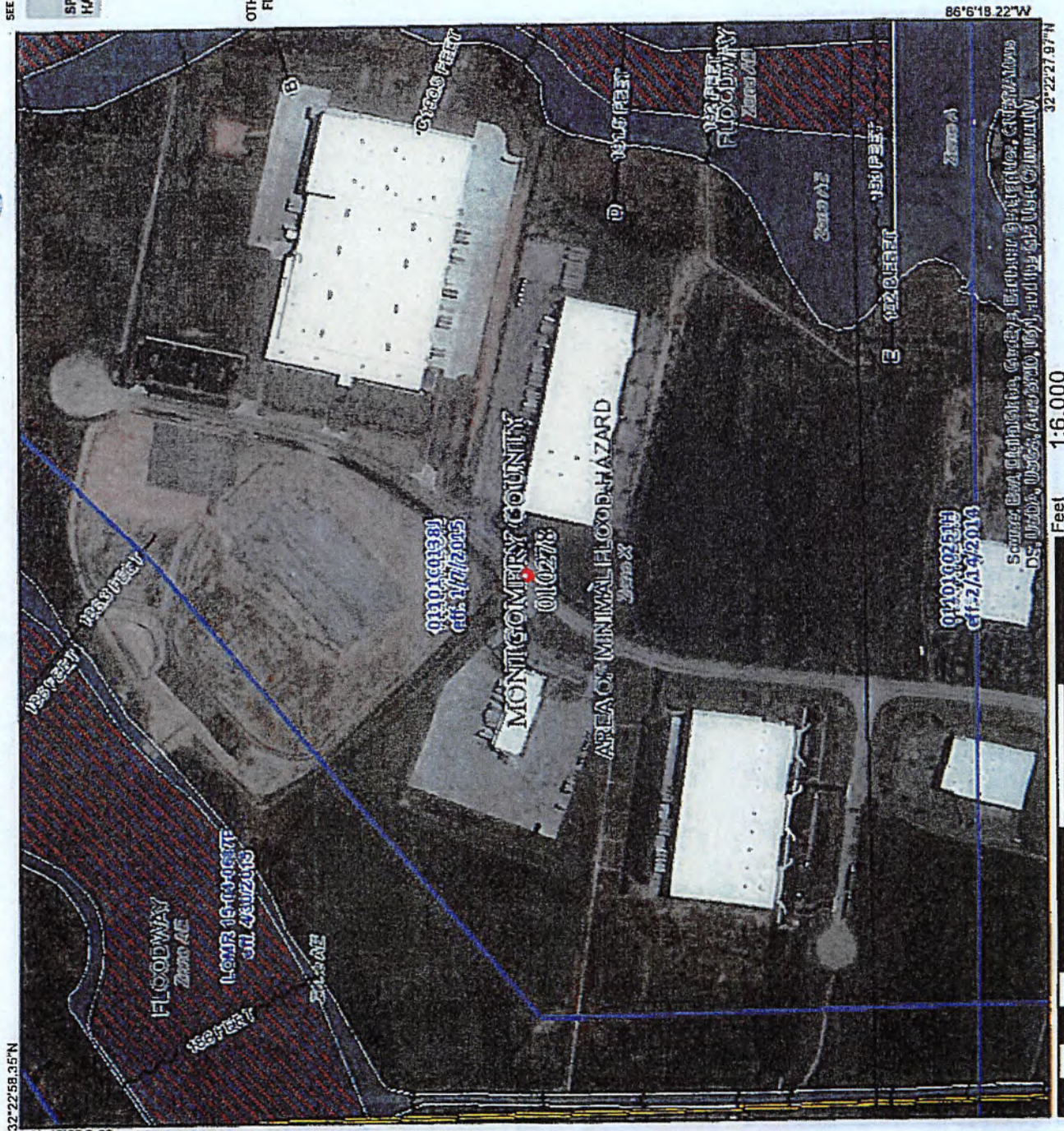
MONTGOMERY
COUNTY COMMISSION
(RLPY 2161, PG. 485)

2.2

National Flood Hazard Layer FIRMette



32°22'58.35"N



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AW	With BFE or Depth	Regulatory Floodway Zone AE, AO, AH, VE, AV
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X	Future Conditions 1% Annual Chance Flood Hazard Zone X	Area with Reduced Flood Risk due to Levees, See Notes, Zone X
OTHER AREAS	Area with Flood Risk due to Levee Zone B	Area of Minimal Flood Hazard Zone X	Effective LOMRs
GENERAL STRUCTURES	Area of Undetermined Flood Hazard Zone X	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall	
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation	Coastal Transect	Base Flood Elevation Line (BFE)
	Limit of Study	Jurisdiction Boundary	Coastal Transect Baseline
	Profile Baseline	Hydrographic Feature	
MAP PANELS	Digital Data Available	No Digital Data Available	Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/29/2018 at 6:12:24 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is valid if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

873.30'

100' HEAVY DUTY ASPHALT

50' CONCRETE PAVING

626.5'

52'

220.5'

60'

EXISTING BUILDING

PROPOSED BUILDING ADDITION
41.5' x 52'

52'

40'

CAR PARKING

1049.76'

FUTURE PARKING

255.19'

MONTGOMERY INDUSTRIAL ACCESS ROAD
80'W

1. SCHEMATIC SITE PLAN

PRELIMINARY / NOT ISSUED FOR CONSTRUCTION 05.29.18

Montgomery Industrial Park
Rolling Option Prices (approximate)

Initial Purchase Price	23,000.00	Annual CPI	2% Inc Date	New Amount
December 2004 - December 2005		4.0	1/1/2006	23,460
December 2005 - December 2006		2.1	1/1/2007	23,929
December 2006 - December 2007		4.3	1/1/2008	24,408
December 2007 - December 2008		-	1/1/2009	24,408
December 2008 - December 2009		2.6	1/1/2010	24,896
December 2009 - December 2010		1.6	1/1/2011	25,294
December 2010 - December 2011		2.9	1/1/2012	25,800
December 2011 - December 2012		1.6	1/1/2013	26,213
December 2012 - December 2013		1.6	1/1/2014	26,633
December 2013 - December 2014		(0.1)	1/1/2015	26,606
December 2014 - December 2015		1.4	1/1/2016	26,978
December 2015 - December 2016		2.5	1/1/2017	27,518
December 2016 - December 2017		2.1	1/1/2018	28,068
December 2017 - December 2018			1/1/2019	28,630
December 2018 - December 2019			1/1/2020	29,202
December 2019 - December 2020			1/1/2021	29,786
December 2020 - December 2021			1/1/2022	30,382
December 2021 - December 2022			1/1/2023	30,990
December 2022 - December 2023			1/1/2024	31,610
December 2023 - December 2024			1/1/2025	32,242
December 2024 - December 2025			1/1/2026	32,887
December 2025 - December 2026			1/1/2027	33,544

NOTE: The increase is based on the Consumer Price Index of the prior year; however, the maximum increase allowed is 2%; which is used in this calculation

Tammy Nix

From: Jeanine Faulkner <jeaninefaulkner@industrialpartners.com>
Sent: Wednesday, June 06, 2018 9:41 AM
To: Donald Mims
Cc: Mr. Nimrod T. Frazer Jr.
Subject: Commission Meeting on June 18th
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Donnie:

We have revised the letter to include the approximate purchase price of the land we are proposing to purchase. We will need to obtain a survey to get the exact acreage, but we have calculated it to be approximately 5 acres based on drawings we have. I have also included a spreadsheet we used to calculate the price per acre. Let us know if you need anything else before the meeting.

Thanks,

Jeanine T. Faulkner, CFO

Industrial Partners, LLC
4747 Woodmere Blvd
Montgomery, Alabama 36106
334-244-8650
jeaninefaulkner@industrialpartners.com

-----Original Message-----

From: copieraccount@copierscans.com <copieraccount@copierscans.com>
Sent: Wednesday, June 06, 2018 9:01 AM
To: jeaninefaulkner@industrialpartners.com
<jeaninefaulkner@industrialpartners.com>
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Xerox 7225i
Device Name: RX9C934E7CC0C5

For more information on Xerox products and solutions, please visit
<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.xerox.com&data=02%7C01%7Cdonaldmims%40mc-ala.org%7C4406c2fe24d444667bf908d5cbbbb04b%7C3ea9de18e9234a659a31c1f6d89574eb%7C0%7C0%7C636638929932892544&sdata=VoAERVJXm75jAyNEaxHO0oauMezHUVzHpj21GMIUTI%3D&reserved=0>

JUL - 2 2018

JUL - 2 2018

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 7/2/18 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			9,900	14,550	9,850	2,200	10,050	46,550
** C-2018-94	** Rescind Appropriation to Montgomery Museum of Fine Arts Association	**Salute to the Air Force	-2,500					-2,500
C-2018-95	An Justice For All, Inc.	Operational Expenses				700		700
C-2018-96	Southeastern Dixie Youth Baseball Youth Baseball, Inc.	For All Star Travel Costs					1,000	1,000
C-2018-97	East Montgomery Baseball and Softball, Inc.	Triple A All-Stars Boys Baseball League			1,000			1,000
C-2018-98	Montgomery Gray Girls Softball League, a Division of Dixie Youth Baseball	Travel Costs for State Tournament			1,000			1,000
NC-2018-109	City of Montgomery, BONDS	The Homestead Neighborhood Association					500	500
NC-2018-110	City of Montgomery, BONDS	Westside Organization for Youth Program	1,500			1,000		2,500
NC-2018-111	City of Montgomery, BONDS	Woodley Park Neighborhood Association	1,000					1,000
	Total Appropriations 7/2/18		0	0	2,000	1,700	1,500	5,200
	APPROPRIATED BUDGET BALANCE		9,900	14,550	7,850	500	8,550	41,350
	<i>Donnell Z. Morris</i>							
	County Administrator							
	Date							
	<i>7/2/18</i>							

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JUL - 2 2018

JUL - 2 2018

[illegible]

10-1

JUL - 2 2018

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	6/27/2018
DATE:	6/26/2018		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Aerial Photography	120-51985-179	105,775	(5,000)	100,775
Subscriptions	120-51985-409	12,000	5,000	17,000
TOTAL BUDGET CHANGE		117,775	0	117,775
TOTAL 2018 APPRAISAL BUDGET		2,975,346	0	2,975,346

Realign the budget to cover appraisal subscription services.

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MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

JUL - 2 2018

Request Number: 1

DEPARTMENT: Detention Facility REQUESTED BY: Sheriff Cunningham 6/26/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/26/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Kitchen Equipment	001-52200.549	0	12,000	12,000
Household Supplies	001-52200.339	60,000	(12,000)	48,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 60,000	\$ 0	\$ 60,000

JUSTIFICATION: Re-align budget to cover cost to replace two ice machines at the Detention Facility.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 2**AGENDA****JUL - 2 2018**

DEPARTMENT: Recreation Board REQUESTED BY: James Williams 6/26/18
 Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/26/18
 Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Equipment	008-57200.591	0	8,325	8,325
Park Improvements	008-57200.532	50,000	(8,325)	41,675
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 50,000	\$ 0	\$ 50,000

JUSTIFICATION: To realign the budget to replace a mower for County grounds.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

JUL - 2 2018

DEPARTMENT: Revenue Commissioner's Office REQUESTED BY: Janet Buskey 6/21/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/21/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Professional Services	001-51500.307	5,000	210	5,210
Printing and Bookbinding	001-51500.309	210	(210)	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 5,210	\$ 0	\$ 5,210

JUSTIFICATION: Realign budget to cover outsourced tax sale services.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 4

AGENDA

JUL - 2 2018

DEPARTMENT: SHERIFF REQUESTED BY: Derrick Cunningham 6/25/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/25/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Vehicle Repair/Supplies	001-51990.417	0	150,000	150,000
Law Enforcement Equip	001-52110.592	250,000	(150,000)	100,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 250,000	\$ 0	\$ 250,000

JUSTIFICATION: To budget for supplies and tools for the Fleet Maintenance Shop.

AGENDA

JUL - 2 2018

COUNTY COMMISSION APPROVAL: _____

Administrator Date

POSITION FILL REQUEST- BUDGETED VACANCY

JUL - 2 2018

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419103 (Replace J Rudolph)

Pay Grade PCT Pay Range \$30,096

Proposed Effective Date July 16, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 25, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 06/25/2018

Sherrill Thomas

Finance Director

Date 6/25/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JUL - 2 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering District III

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

POSITION INFORMATION:

Position Title County Road Equipment Operator III

Position Number 630553005

Pay Grade S08-1 Pay Range 31,257 - 46,700

Proposed Effective Date July 9, 2018

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake
Department Head

Date 6/14/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 06/14/2018

Sherrill Thomas
Finance Director

Date 6/14/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JUL - 2 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering District III
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Rob Chancey

POSITION INFORMATION:

Position Title County Road Equipment Operator III
 Position Number 630553009
 Pay Grade S08-1 Pay Range 31,257 - 46,700
 Proposed Effective Date July 9, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date 6/14/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 06/14/2018

Sherrill Thomas

Finance Director

Date 6/14/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL - 2 2018

DEPARTMENT: Probate
DEPARTMENT HEAD: Steven Reed
SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Customer Service Clerk
Position Number 750016043
Pay Grade A04 Pay Range 28,765 - 42,978
Proposed Effective Date July 16, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Department Head Date 15 June 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/15/2018
Employee Benefit Manager

Sherrill Thomas Date 6/15/2018
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

JUL - 2 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
 DEPARTMENT HEAD: Steven Reed
 SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Records Supervisor
 Position Number 750058004
 Pay Grade A07 Pay Range 40,664 - 60,755
 Proposed Effective Date 1 August 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

 Department Head Date 15 June 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager Date 06/18/2018

Sherrill Thomas
 Finance Director Date 6/21/2018

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JUL - 2 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
 DEPARTMENT HEAD: Judge Steven Reed
 SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Probate Court Clerk
 Position Number 750062005
 Pay Grade A05 Pay Range 32,318 - 48,286
 Proposed Effective Date August 1, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

 Department Head Date 18 June 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager Date 06/18/2018

Sherrill Thomas
 Finance Director Date 6/21/2018

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JUL - 2 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 Sergeant
 Position Number 550432129 (replace J. Clemens)
 Pay Grade PS3 Pay Range 44,664-66,733
 Proposed Effective Date July 16, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 6/21/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/21/2018
 Employee Benefit Manager

Sherrill Thomas Date 6/21/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- UNBUDGETED

AGENDA

JUL - 2 2018

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff - Part Time

Position Number To Be Determined

Pay Grade PS1-5 Pay Range \$18.9694 /Hour

Proposed Effective Date June 25, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

The full-time CSO (Court Security Officer) position is a budgeted position; however, we are requesting to 'do away' with the said position and "reallocate" the position as a part-time Deputy Sheriff "unbudgeted" position. This reallocation will cost the county less money, i.e., no insurance benefits.

Derrick Cunningham, Sheriff
Department Head

Date June 14, 2018

FINANCIAL IMPACT:

The cost of the part time Deputy Sheriff will be less than a full time Court Security Officer so the effect on the budget will be positive. The budget for 2019 will be adjusted to reflect the change.

Sherrill Thomas
Finance Director

Date 6/14/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 18

AGENDA

JUL - 2 2018

Date: June 20, 2018
To: Donald L. Mims, Administrator
From: Ronda Walker
Re: Approval for the following travel:

Destination: Montgomery, Mobile, Huntsville and Birmingham, Alabama
Departure Date: October 4, 2018 Return Date: May 11, 2019
Conference Leave (Days / Hours): 9 Days
Purpose of Travel: Attend Leadership Alabama Program

Traveler(s) Name: 1. Ronda Walker 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,492.68 Advance Registration Required: \$3,250.00

Department Name: County Commission Fund Name: General

Additional Comments: Tuition \$3,250.00 Hotel \$750 Mileage \$492.68
Meals- Provided by Leadership Alabama
All expense will be incurred in the 2019 budget

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

The above request is app. 7/2/18 reimbursement of actual and necessary expenses in the
approximate amount of \$4,492.68 and advance registration of \$3,250.00 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>\$22,396.32</u>
Budget Available:	<u>\$103.68</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$103.68</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/22/2018
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

JUL - 2 2018

Date: June 19, 2018
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: August 10, 2018 Return Date: August 10, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ALTIST 2018 Annual CRE Update Class
8 CPE hours 2018 CRE requirement

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$207.44 Advance Registration Required: \$175.00

Department Name: Finance Fund Name: General

Additional Comments: Registration \$175.00. Meals \$15.00. Mileage \$17.44.
ALTIST CRE Program Required Course Sponsored by Auburn University
Government & Economic Development Institute

To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 7/2/18 reimbursement of actual and necessary expenses in the
approximate amount of \$207.44 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$473.88</u>	
Budget Available:	<u>\$2,526.12</u>	
Current Requests:	<u>\$207.44</u>	
Budget Balance:	<u>\$2,318.68</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/19/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

JUL - 2 2018

Date: June 19, 2018
To: Donald L. Mims, Administrator
From: Sherrill Thomas
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: August 30, 2018 Return Date: August 30, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Governmental Accounting and Auditing Update
Qualifies toward 40 hours of CPE required annually for CPA license

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

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

Total (est.) Cost: \$220.00 Advance Registration Required: \$220.00

Department Name: Finance Fund Name: General

Additional Comments: Registration \$220

To: Sherrill Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 7/2/18 reimbursement of actual and necessary expenses in the
approximate amount of \$220.00 and advance registration of \$220.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$473.88</u>	
Budget Available:	<u>\$2,526.12</u>	
Current Requests:	<u>\$427.44</u>	
Budget Balance:	<u>\$2,098.68</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/19/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

JUL - 2 2018

Date: June 19, 2018
To: Donald L. Mims, Administrator
From: Sherrill Thomas
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: August 9, 2018 Return Date: August 9, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Jackson Thornton CPA's A&A Education CPE
Qualifies toward 40 hours of CPE required annually for CPA license

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

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

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

Department Name: Finance Fund Name: General

Additional Comments: _____

To: Sherrill Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 7/2/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$473.88</u>	
Budget Available:	<u>\$2,526.12</u>	
Current Requests:	<u>\$427.44</u>	
Budget Balance:	<u>\$2,098.68</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/19/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 17

AGENDA

JUL - 2 2018

Date: 6/18/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Orange Beach, Alabmaa
Departure Date: 8/20/2018 Return Date: 8/24/2018
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend the 2018 ACCA Convention

Traveler (s) Name: 1. Kevin Boone 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$240.00
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. 7/2/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$240.00 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>\$8,430.00</u>	
Budget Available:	<u>\$1,570.00</u>	
Current Requests:	<u>\$1,500.00</u>	
Budget Balance:	<u>\$70.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/21/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

JUL - 2 2018

Date: June 20, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Hoover, AL
Departure Date: September 12, 2018 Return Date: September 14, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Basic Mapping

Traveler (s) Name: 1. Sean Broadnax 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$365.47 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage: \$90.47
Registration: \$275.00
TOTAL EST. COST: \$365.47

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

The above request is app. 7/2/18 reimbursement of actual and necessary expenses in the
approximate amount of \$365.47 and advance registration of \$275.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$5,087.80</u>	
Budget Available:	<u>\$24,912.20</u>	
Current Requests:	<u>\$365.47</u>	
Budget Balance:	<u>\$24,546.73</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/21/2018

cc: Finance Director / Buyer

AGENDA

JUL - 2 2018

June 27, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Autauga County Juveniles

The Autauga County Sheriff has requested that Autauga County juveniles who are charged as adults be housed in the Montgomery County Detention Facility. Attached is an agreement between Autauga and Montgomery Counties to house up to 30 juvenile inmates.

I respectfully request that rules be waived and approval of the agreement be added to the agenda.

AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of July, 2018, by and between Sheriff Derrick T. Cunningham (hereinafter called Montgomery County Sheriff) and the County Commission of Montgomery County, Alabama, (hereinafter called Montgomery County), and Sheriff Joe Sedinger, Sheriff of Autauga County, Alabama, (hereinafter called Autauga County Sheriff) and the County Commission of Autauga County, Alabama (hereinafter called Autauga County).

STATEMENT OF AGREEMENT

Montgomery County will house and feed up to a combined total of (30) juvenile male detainees from the Autauga County Detention Facility.

Autauga County will pay Montgomery County the sum of \$30 per detainee per day. Said compensation will cover clothing, food, customary and routine medical expenses. Such per diem shall not include extraordinary cost for medical care such as cost of hospital, emergency room, security, outside specialist and special mediations, which are not customarily dispensed at the jail to local detainees, Montgomery County Detention Facility staff will have the authority to determine when an inmate is in need of medical and/or mental health treatment. Autauga County Sheriff's Office shall be responsible for all medical costs of the detainees and shall be liable for any actions taken by the detainees. Costs incurred for a health service provider and prescription medications for Autauga County detainees will be billed directly to Autauga County by the provider. Autauga County Sheriff agrees to transport and provide security for its detainees when requested for health services issues.

Autauga County will be invoiced monthly by the Montgomery County Sheriff's Officer for each Autauga County detainee on a per diem basis and payment will be made by Autauga County to the Montgomery County Commission on a timely basis.

Autauga County will be responsible for transporting its detainees to court for trial, hearings or other court proceedings. Autauga County will provide a list of individuals and schedules for court appearances to allow Montgomery County Detention Facility staff time to prepare detainees for transport.

All policies, procedures, discipline, operations and overall functions of the Montgomery County Detention Facility shall be under the authority and responsibility of the Sheriff of Montgomery County.

Montgomery County shall maintain its jail facility in accordance with all applicable State and Federal laws.

This Agreement shall be for a six (6) month period, beginning on July 1, 2018 and ending January 1, 2019, with an automatic six month renewal, provided funds are approved by the Autauga County Commission and provided Montgomery County Sheriff's Officer has not reached their full capacity. However, this Agreement may be terminated upon the giving to the other party sixty (60) days written notice of its intention to terminate this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and date first written above, and the signing of this Agreement signifies the acceptance of the terms and conditions as specified above.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

MONTGOMERY COUNTY SHERIFF

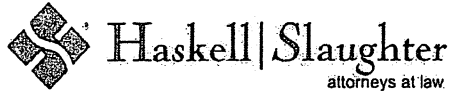
By: _____
Sheriff

AUTAUGA COUNTY COMMISSION

BY: _____
Chairman

AUTAUGA COUNTY SHERIFF

By: _____
Sheriff



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

T T 6

MEMORANDUM

June 27, 2018

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Agreement for Housing and Feeding Juvenile Male Detainees from
Autauga County

I have reviewed your memorandum of June 25, 2018, regarding an agreement between Montgomery County Sheriff, Montgomery County Commission, Autauga County Sheriff and Autauga County. The Agreement states "Montgomery County will house and feed up to a combined total of (30) juvenile male detainees from the Autauga County Detention Facility."

It is my opinion that the Agreement is in order and will be binding on all parties upon execution.

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

50051-317

AGENDA

JUL - 2 2018

June 27, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator 

SUBJECT: NASPO Agreements

The Sheriff desires to purchase tools and equipment for the fleet maintenance shop from NASPO, a national purchasing cooperative. In order to make purchases from NASPO, a Participating Addendum to a Master Agreement must be executed by the Participating Entity, Montgomery County Commission. Attached are Master Agreements for Vehicle Lifts and Associated Equipment and Hand and Power Tools, as well as Participating Addenda.

The Master Agreement between NASPO for Small Hand and Power Tools expires in August 2018. In order for the Sheriff to make purchases at these discounted prices before the expiration of the Agreement, I respectfully request that rules be waived and approval of the Agreements and Addenda be added to the agenda.

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

Master Agreement #: **05316**

Contractor: **SNAP-ON INDUSTRIAL**
(A DIVISION OF IDSC HOLDINGS LLC)

Participating Entity: **MONTGOMERY COUNTY COMMISSION**

The following products or services are included in this contract portfolio:

- Removable Example: All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following products or services are not included in this agreement:

- Removable Example: Product modifications.
- Removable Example: Installation services.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Vehicle Lifts and Garage Associated Equipment led by the State of Washington for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of [xxxxxxx]. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bobby Draper
Address:	2801 80 th Street, Kenosha, WI 53143
Telephone:	(985) 807-3111
Fax:	(425) 984-9014
Email:	robert.l.draper@snapon.com

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

Participating Entity

Name:	Montgomery County Commission
Address:	P.O. Box 1667 Montgomery AL 36102
Telephone:	334-832-1269
Fax:	334-832-2533
Email:	MyrtleSingleton@mc-ala.org

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☒ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]

5. Lease Agreements: *[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved".]*
6. Subcontractors: All contractors, dealers, and resellers authorized in the State of [xxxxxxx], as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <i>Montgomery County</i>	Contractor:
Signature: <i>Commission</i>	Signature:
Name: <i>Elton N. Dean, Sr.</i>	Name:
Title: <i>Chairman</i>	Title:
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:
Telephone:
Email:

Ted Fosket
907 723-3360
tfosket@naspovaluepoint.org

*Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.*

MASTER CONTRACT

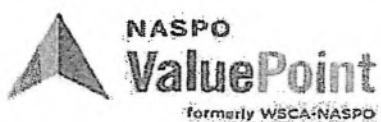
No. 05316

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**



and

SNAP-ON INDUSTRIAL, A DIVISION OF IDSC HOLDINGS LLC

Dated February 10, 2017

MASTER CONTRACT

No. 05316

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), NASPO ValuePoint and Snap-on Industrial, a division of IDSC Holdings LLC, a Wisconsin limited liability company ("Contractor") and is dated as of February 10, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05316 dated November 18, 2016 regarding Vehicle Lifts and Garage Associated Equipment.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is 2 Years (24 months), commencing February 10, 2017 and ending February 10, 2019 with the option to extend the contracts for an additional 36 months. The Master Contract is subject to earlier termination.
- 2. **NASPO VALUEPOINT PARTICIPATING ENTITIES.** States, should they so choose, may award Participating Addendums in order to access contract pricing under this Master Contract. Each state would be responsible for completing and signing a separate Participating Addendum with any of the Contractors awarded under this Master Contract.
- 3. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
 - 3.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and

- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
- 3.2. **MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
4. **SCOPE--INCLUDED GOODS/SERVICES AND PRICE.**
- 4.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 4.2. **STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 4.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 4.4. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 5.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 5.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 5.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 5.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 5.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 5.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 5.8. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

6. USING THE MASTER CONTRACT – PURCHASES.

6.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:

- Access by standard web browsers
- Unique customer identifying log-in capabilities
- Product information such as unit of measure, item status, price description and photos
- Help functionality
- Reflect current catalog/price list and contract pricing
- Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
- Shall not include any items that are specifically excluded from this contract

6.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, F.O.B. destination, freight pre-paid Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

Snap-on Industrial SERVICE AND INSTALLATION LOCATIONS

Snap-on utilizes a centralized approach to coordinate in-field service and support nationwide. This approach coordinates our Field Service Technicians (FST) for the customers' specific location and product and centralizes warranty and service repair information. Accordingly, we have listed only the phone number for our central service office.

State	Location	Point of Contact	Phone Number	Area(s) of Responsibility	Delivery Lead Times
Alabama	Huntsville	M & W Equipment	800-225-5786	Installation and Service	14/60 ARO
Alabama	Andalusia	Covington Heavy Duty Parts Inc.	800-225-5786	Installation and Service	14/60 ARO
Alabama	Prattville	Durbin Auto Parts Inc.	800-225-5786	Installation and Service	14/60 ARO
Alabama	Lacey Spring	Auto Equipment Service LLC	800-225-5786	Installation and Service	14/60 ARO
Arizona	Tempe	Auto Serve Industries Inc.	800-225-5786	Installation and Service	14/60 ARO
Arkansas	Bradford	Weco Inc.	800-225-5786	Installation and Service	14/60 ARO
Arkansas	Bryant	K & S Automotive Equipment Services	800-225-5786	Installation and Service	14/60 ARO
California	Los Alamitos	Autolift Services	800-225-5786	Installation and Service	14/60 ARO
California	Simi Valley	Service Tech	800-225-5786	Installation and Service	14/60 ARO
California	Concord	Walker S Hydraulic Inc.	800-225-5786	Installation and Service	14/60 ARO
California	Simi Valley	Service Tech. Tool & Equipment Co.	800-225-5786	Installation and Service	14/60 ARO
California	Elverta	Sawyer Family Enterprises, Inc.	800-225-5786	Installation and Service	14/60 ARO
California	San Diego	Dar Fryer Hydraulics	800-225-5786	Installation and Service	14/60 ARO
California	San Jose	Central Equipment Service Co.	800-225-5786	Installation and Service	14/60 ARO
California	Huntington Beach	CBI	800-225-5786	Installation and Service	14/60 ARO
California	Costa Mesa	Bay Pro Auto Equipment	800-225-5786	Installation and Service	14/60 ARO
California	North Hollywood	Aldraulics	800-225-5786	Installation and Service	14/60 ARO
Colorado	Henderson	Ace Equipment & Supply	800-225-5786	Installation and Service	14/60 ARO

Colorado	Denver	Mcgee Company	800-225-5786	Installation and Service	14/60 ARO
Colorado	Denver	KLC Enterprises Inc.	800-225-5786	Installation and Service	14/60 ARO
Colorado	Grand Junction	Air Compressor Service	800-225-5786	Installation and Service	14/60 ARO
Connecticut	Bristol	Ray Juren, Inc.	800-225-5786	Installation and Service	14/60 ARO
Connecticut	Glastonbury	Rizo Equipment LLC	800-225-5786	Installation and Service	14/60 ARO
Florida	Miami	Atlantic Auto Suppliers	800-225-5786	Installation and Service	14/60 ARO
Florida	Bonita Springs	Stubblefield Equipment Service Inc.	800-225-5786	Installation and Service	14/60 ARO
Florida	Miami	Preferred Hydraulics Solutions	800-225-5786	Installation and Service	14/60 ARO
Florida	Miami	Newman Equipment	800-225-5786	Installation and Service	14/60 ARO
Florida	Elkton	Molasses Junction Lifts	800-225-5786	Installation and Service	14/60 ARO
Florida	Winter Springs	Millennium Automotive Equipment	800-225-5786	Installation and Service	14/60 ARO
Florida	Okceehobee	Crates Automotive Resources & Solutions, Inc.	800-225-5786	Installation and Service	14/60 ARO
Florida	Branford	Certified Hydraulics Inc.	800-225-5786	Installation and Service	14/60 ARO
Florida	Palmetto	Anthem Equipment	800-225-5786	Installation and Service	14/60 ARO
Georgia	Macon	Rackman Equipment Co	800-225-5786	Installation and Service	14/60 ARO
Georgia	Cumming	Needham Equipment Co Inc.	800-225-5786	Installation and Service	14/60 ARO
Georgia	Chula	Duncan Automotive Service Equipment	800-225-5786	Installation and Service	14/60 ARO
Georgia	Norcross	American Carwash Equipment Supply	800-225-5786	Installation and Service	14/60 ARO
Illinois	Elk Grove Village	Rack'M Up Distributors Inc.	800-225-5786	Installation and Service	14/60 ARO
Illinois	Schaumburg	Millennium Automotive Equipment	800-225-5786	Installation and Service	14/60 ARO
Illinois	Batavia	Illini Autolift & Equipment Inc.	800-225-5786	Installation and Service	14/60 ARO
Indiana	Maxwell	Indiana Automotive	800-225-5786	Installation and Service	14/60 ARO

		Equip.			
Indiana	Culver	Technical Systems ESP LLC	800-225-5786	Installation and Service	14/60 ARO
Indiana	Indianapolis	R.H. Cowan Co Inc.	800-225-5786	Installation and Service	14/60 ARO
Indiana	Elwood	C & J Service	800-225-5786	Installation and Service	14/60 ARO
Iowa	Oelwein	Tom's Automotive Equipment	800-225-5786	Installation and Service	14/60 ARO
Kansas	Valley Center	Ekstrom Enterprises	800-225-5786	Installation and Service	14/60 ARO
Kansas	Kansas City	Miller Tool	800-225-5786	Installation and Service	14/60 ARO
Kentucky	Ewing	Norman Story & Associates, Inc.	800-225-5786	Installation and Service	14/60 ARO
Kentucky	Louisville	Garage Equipment Plus	800-225-5786	Installation and Service	14/60 ARO
Louisiana	Baton Rouge	J & J Supply LLC	800-225-5786	Installation and Service	14/60 ARO
Louisiana	Baton Rouge	Equipment Service & Installation	800-225-5786	Installation and Service	14/60 ARO
Maine	Standish	My Lift Guy Inc.	800-225-5786	Installation and Service	14/60 ARO
Maine	Windham	Automotive Garage Tools LLC	800-225-5786	Installation and Service	14/60 ARO
Maryland	Baltimore	Ferguson Corporation	800-225-5786	Installation and Service	14/60 ARO
Maryland	Street	Chucks Lift, Lube & Pump Service	800-225-5786	Installation and Service	14/60 ARO
Maryland	Gaithers	Chesapeake Petroleum & Supply Co	800-225-5786	Installation and Service	14/60 ARO
Massachusetts	East Freetown	Chem Nut Equipment Inc.	800-225-5786	Installation and Service	14/60 ARO
Michigan	Nunica	All Automotive Equipment	800-225-5786	Installation and Service	14/60 ARO
Michigan	Romulus	Dows Equipment Sales & Ser.	800-225-5786	Installation and Service	14/60 ARO
Michigan	Carson City	Wright Equipment Service	800-225-5786	Installation and Service	14/60 ARO
Michigan	Saginaw	Statewide Equipment Inc.	800-225-5786	Installation and Service	14/60 ARO
Michigan	Ann Arbor	Allied Inc.	800-225-5786	Installation and Service	14/60 ARO
Minnesota	Big Lake	TSS Automotive Equipment Service	800-225-5786	Installation and Service	14/60 ARO

Missouri	St. Louis	NMG, Inc. Nichol Marketing	800-225- 5786	Installation and Service	14/60 ARO
Missouri	St Louis	Nichol Marketing Group	800-225- 5786	Installation and Service	14/60 ARO
Missouri	Stratford	King Automotive Equipment Inc.	800-225- 5786	Installation and Service	14/60 ARO
Missouri	Imperial	Imperial Lift Inc.	800-225- 5786	Installation and Service	14/60 ARO
Missouri	Marshall	Corky's Equipment	800-225- 5786	Installation and Service	14/60 ARO
Montana	Missoula	D & R Equipment, Inc.	800-225- 5786	Installation and Service	14/60 ARO
Nevada	Henderson	D & N Equipment Repair	800-225- 5786	Installation and Service	14/60 ARO
New Hampshire	Bow	All Seasons Equipment Inc.	800-225- 5786	Installation and Service	14/60 ARO
New Hampshire	Allenstown	Liftech Automotive Equipment	800-225- 5786	Installation and Service	14/60 ARO
New Jersey	Sussex	S & M Equipment Company	800-225- 5786	Installation and Service	14/60 ARO
New Jersey	Mechen	Garik Automotive Equip	800-225- 5786	Installation and Service	14/60 ARO
New Jersey	Chester	Don Longo Inc.	800-225- 5786	Installation and Service	14/60 ARO
New Jersey	Williamstown	Automotive Shop Equipment Specialists	800-225- 5786	Installation and Service	14/60 ARO
New Mexico	Albuquerque	Bob Kollar Enterprises	800-225- 5786	Installation and Service	14/60 ARO
New York	Ballston Spa	LIF-Tech Equipment Inc.	800-225- 5786	Installation and Service	14/60 ARO
New York	Castleton	Total Tool Ltd.	800-225- 5786	Installation and Service	14/60 ARO
New York	Esperance	Paul. E. Schlicht Construction Co.	800-225- 5786	Installation and Service	14/60 ARO
New York	Auburn	Capital Automotive Equip & Tech Inc.	800-225- 5786	Installation and Service	14/60 ARO
New York	Bohemia	Automotive Facility Service	800-225- 5786	Installation and Service	14/60 ARO
New York	Farmingdale	Ace Service Installation Corp	800-225- 5786	Installation and Service	14/60 ARO
North Carolina	Bryson City	Automotive Lifts Inc.	800-225- 5786	Installation and Service	14/60 ARO

North Carolina	Iron Station	Automotive Equipment Installation	800-225-5786	Installation and Service	14/60 ARO
Ohio	Columbus	CJM Solutions, LLC	800-225-5786	Installation and Service	14/60 ARO
Ohio	Delaware	Madden Services	800-225-5786	Installation and Service	14/60 ARO
Ohio	New Lexington	Hillis Equipment Repair LLC	800-225-5786	Installation and Service	14/60 ARO
Ohio	Columbus	C & J Maintenance	800-225-5786	Installation and Service	14/60 ARO
Ohio	Brunswick	Autobay Equipment	800-225-5786	Installation and Service	14/60 ARO
Oklahoma	Oklahoma City	Cable Automotive Equipment	800-225-5786	Installation and Service	14/60 ARO
Oklahoma	Oklahoma City	Autocquip Us Inc.	800-225-5786	Installation and Service	14/60 ARO
Oregon	Tigard	Shop Equipment Company	800-225-5786	Installation and Service	14/60 ARO
Pennsylvania	Cabot	Walborn Services	800-225-5786	Installation and Service	14/60 ARO
Pennsylvania	Tunkhannock	Mountainside Landscaping & Excavating	800-225-5786	Installation and Service	14/60 ARO
Pennsylvania	Hanover	Automotive Lift Services	800-225-5786	Installation and Service	14/60 ARO
Pennsylvania	New Britian	Automotive Equipment Service	800-225-5786	Installation and Service	14/60 ARO
Rhode Island	E. Greenwich	Jim Twomy Sales & Service	800-225-5786	Installation and Service	14/60 ARO
South Carolina	Simpsonville	Quick Lift Service	800-225-5786	Installation and Service	14/60 ARO
South Carolina	Elko,	Equipment Service & Supply	800-225-5786	Installation and Service	14/60 ARO
South Carolina	Timmons ville	Carolina Jack & Lift Inc.	800-225-5786	Installation and Service	14/60 ARO
Texas	Bryan	Texas Fleet Outfitters	800-225-5786	Installation and Service	14/60 ARO
Texas	Argyle	Texasquip Inc.	800-225-5786	Installation and Service	14/60 ARO
Texas	Corpus Christi	South Texas Shop Equipment	800-225-5786	Installation and Service	14/60 ARO
Texas	Halton City	Quality Air & Lift Service	800-225-5786	Installation and Service	14/60 ARO
Texas	Houston	MTF Equipment Sales Inc.	800-225-5786	Installation and Service	14/60 ARO
Texas	San Antonio	Jacobs Equipment	800-225-5786	Installation and Service	14/60 ARO
Texas	Anstin	Aer Equipment & Repair Db American	800-225-5786	Installation and Service	14/60 ARO

		Equipment			
Utah	North Salt Lake	Professional Automotive Eqpt.	800-225-5786	Installation and Service	14/60 ARO
Vermont	Highgate	A-1 Building & Equipment	800-225-5786	Installation and Service	14/60 ARO
Virginia	Fairfax	AJK Industries LLC	800-225-5786	Installation and Service	14/60 ARO
Virginia	Chesapeake	Ramsey Equipment	800-225-5786	Installation and Service	14/60 ARO
Virginia	Herndon	Paint Master USA Inc.	800-225-5786	Installation and Service	14/60 ARO
Virginia	Manassas	Millennium Automotive Equipment	800-225-5786	Installation and Service	14/60 ARO
Virginia	Roanoke	Equipment Specialists & Supplies	800-225-5786	Installation and Service	14/60 ARO
Virginia	Ringgold	Countryside Service Center	800-225-5786	Installation and Service	14/60 ARO
Washington	Pasco	Lift Technologies Inc.	800-225-5786	Installation and Service	14/60 ARO
Washington	Snohomish	Et Hydraulics	800-225-5786	Installation and Service	14/60 ARO
West Virginia	Bruceston Mills	Schaeffer & Sons	800-225-5786	Installation and Service	14/60 ARO
				Installation and Service	14/60 ARO

Snap-on Industrial MANUFACTURER CERTIFIED TECHNICIANS

Snap-on utilizes a centralized approach to coordinate in-field service and support nationwide. This approach coordinates our Field Service Technicians (FST) for the customers' specific location and product and centralizes warranty and service repair information. All technicians performing service and installation on Snap-on equipment are trained and certified. Accordingly, we have listed only the phone number for our central service office.

State	Location	Point of Contact	Phone Number	Area(s) of Responsibility
Alabama	Huntsville	M & W Equipment	800-225-5786	Installation and Service
Alabama	Andalusia	Covington Heavy Duty Parts Inc.	800-225-5786	Installation and Service
Alabama	Prattville	Durbin Auto Parts Inc.	800-225-5786	Installation and Service
Alabama	Lacey Spring	Auto Equipment Service LLC	800-225-5786	Installation and Service
Arizona	Tempe	Auto Serve Industries Inc.	800-225-5786	Installation and Service
Arkansas	Bradford	Weco Inc.	800-225-5786	Installation and Service
Arkansas	Bryant	K & S Automotive Equipment Services	800-225-5786	Installation and Service
California	Los Alamitos	Autolift Services	800-225-5786	Installation and Service
California	Simi Valley	Service Tech	800-225-5786	Installation and Service
California	Concord	Walker's Hydraulic Inc.	800-225-5786	Installation and Service
California	Simi Valley	Service Tech. Tool & Equipment Co.	800-225-5786	Installation and Service
California	Elverta	Sawyer Family Enterprises, Inc.	800-225-5786	Installation and Service
California	San Diego	Dar Fryer Hydraulics	800-225-5786	Installation and Service

California	San Jose	Central Equipment Service Co.	800-225-5786	Installation and Service
California	Huntington Beach	CBI	800-225-5786	Installation and Service
California	Costa Mesa	Bay Pro Auto Equipment	800-225-5786	Installation and Service
California	North Hollywood	Airdraulics	800-225-5786	Installation and Service
Colorado	Henderson	Ace Equipment & Supply	800-225-5786	Installation and Service
Colorado	Denver	Mcgee Company	800-225-5786	Installation and Service
Colorado	Denver	Klc Enterprises Inc.	800-225-5786	Installation and Service
Colorado	Grand Junction	Air Compressor Service	800-225-5786	Installation and Service
Connecticut	Bristol	Ray Jurgen, Inc.	800-225-5786	Installation and Service
Connecticut	Glastonbury	Rize Equipment LLC	800-225-5786	Installation and Service
Florida	Miami	Atlantic Auto Suppliers	800-225-5786	Installation and Service
Florida	Bonita Springs	Stubblefield Equipment Service Inc.	800-225-5786	Installation and Service
Florida	Miami	Preferred Hydraulics Solutions	800-225-5786	Installation and Service
Florida	Miami	Newman Equipment	800-225-5786	Installation and Service
Florida	Elkton	Molasses Junction Lifts	800-225-5786	Installation and Service
Florida	Winter Springs	Millennium Automotive Equipment	800-225-5786	Installation and Service
Florida	Okeechobee	Crates Automotive Resources & Solutions, Inc.	800-225-5786	Installation and Service
Florida	Branford	Certified Hydraulics Inc.	800-225-5786	Installation and Service
Florida	Palmetto	Anthem Equipment	800-225-5786	Installation and Service
Georgia	Macon	Rackman Equipment Co	800-225-5786	Installation and Service
Georgia	Cumming	Needham Equipment Co Inc.	800-225-5786	Installation and Service
Georgia	Chula	Duncan Automotive Service Equipment	800-225-5786	Installation and Service
Georgia	Norcross	American Carwash Equipment Supply	800-225-5786	Installation and Service
Illinois	Elk Grove Village	Rack'M Up Distributors Inc.	800-225-5786	Installation and Service
Illinois	Schaumburg	Millennium Automotive Equipment	800-225-5786	Installation and Service
Illinois	Batavia	Illini Autolift & Equipment Inc.	800-225-5786	Installation and Service
Indiana	Maxwell	Indiana Automotive Equip.	800-225-5786	Installation and Service
Indiana	Culver	Technical Systems ESP LLC	800-225-5786	Installation and Service
Indiana	Indianapolis	R.H. Cowan Co Inc.	800-225-5786	Installation and Service
Indiana	Elwood	C & J Service	800-225-5786	Installation and Service
Iowa	Oelwein	Tom's Automotive Equipment	800-225-5786	Installation and Service
Kansas	Valley Center	Ekstrom Enterprises	800-225-5786	Installation and Service
Kansas	Kansas City	Miller Tool	800-225-5786	Installation and Service
Kentucky	Ewing	Norman Story & Associates, Inc.	800-225-5786	Installation and Service
Kentucky	Louisville	Garage Equipment Plus	800-225-5786	Installation and Service
Louisiana	Baton Rouge	J & J Supply LLC	800-225-5786	Installation and Service
Louisiana	Baton Rouge	Equipment Service & Installation	800-225-5786	Installation and Service
Maine	Standish	My Lift Guy Inc.	800-225-5786	Installation and Service
Maine	Windham	Automotive Garage Tools LLC	800-225-5786	Installation and Service
Maryland	Baltimore	Ferguson Corporation	800-225-5786	Installation and Service
Maryland	Street	Chucks Lift, Lube & Pump Service	800-225-5786	Installation and Service
Maryland	Galthers	Chesapeake Petroleum & Supply Co	800-225-5786	Installation and Service
Massachusetts	East Freetown	Chem Nut Equipment Inc.	800-225-5786	Installation and Service
Michigan	Nunica	All Automotive Equipment	800-225-5786	Installation and Service
Michigan	Romulus	Dows Equipment Sales & Ser.	800-225-5786	Installation and Service
Michigan	Carson City	Wright Equipment Service	800-225-5786	Installation and Service
Michigan	Saginaw	Statewide Equipment Inc.	800-225-5786	Installation and Service

Michigan	Ann Arbor	Allied Inc.	800-225-5786	Installation and Service
Minnesota	Big Lake	TSS Automotive Equipment Service	800-225-5786	Installation and Service
Missouri	St. Louis	NMG, Inc. Nichol Marketing	800-225-5786	Installation and Service
Missouri	St. Louis	Nichol Marketing Group	800-225-5786	Installation and Service
Missouri	Strafford	King Automotive Equipment Inc.	800-225-5786	Installation and Service
Missouri	Imperial	Imperial Lift Inc.	800-225-5786	Installation and Service
Missouri	Marshall	Corky's Equipment	800-225-5786	Installation and Service
Montana	Missoula	D & R Equipment, Inc.	800-225-5786	Installation and Service
Nevada	Henderson	D & N Equipment Repair	800-225-5786	Installation and Service
New Hampshire	Bow	All Seasons Equipment Inc.	800-225-5786	Installation and Service
New Hampshire	Allenstown	Liftech Automotive Equipment	800-225-5786	Installation and Service
New Jersey	Sussex	S & M Equipment Company	800-225-5786	Installation and Service
New Jersey	Metuchen	Garik Automotive Equip	800-225-5786	Installation and Service
New Jersey	Chester	Don Longo Inc.	800-225-5786	Installation and Service
New Jersey	Williamstown	Automotive Shop Equipment Specialists	800-225-5786	Installation and Service
New Mexico	Albuquerque	Bob Kollar Enterprises	800-225-5786	Installation and Service
New York	Ballston Spa	Lif-Tech Equipment Inc.	800-225-5786	Installation and Service
New York	Castleton	Total Tool Ltd.	800-225-5786	Installation and Service
New York	Esperance	Paul. E. Schlicht Construction Co.	800-225-5786	Installation and Service
New York	Auburn	Capital Automotive Equip & Tech Inc.	800-225-5786	Installation and Service
New York	Bohemia	Automotive Facility Service	800-225-5786	Installation and Service
New York	Farmingdale	Ace Service Installation Corp	800-225-5786	Installation and Service
North Carolina	Bryson City	Automotive Lifts Inc.	800-225-5786	Installation and Service
North Carolina	Iron Station	Automotive Equipment Installation	800-225-5786	Installation and Service
Ohio	Columbus	CJM Solutions, LLC	800-225-5786	Installation and Service
Ohio	Delaware	Madden Services	800-225-5786	Installation and Service
Ohio	New Lexington	Hillis Equipment Repair LLC	800-225-5786	Installation and Service
Ohio	Columbus	C & J Maintenance	800-225-5786	Installation and Service
Ohio	Brunswick	Autobay Equipment	800-225-5786	Installation and Service
Oklahoma	Oklahoma City	Cable Automotive Equipment	800-225-5786	Installation and Service
Oklahoma	Oklahoma City	Autoequip Us Inc.	800-225-5786	Installation and Service
Oregon	Tigard	Shop Equipment Company	800-225-5786	Installation and Service
Pennsylvania	Cabot	Walborn Services	800-225-5786	Installation and Service
Pennsylvania	Tunkhannock	MountainSide Landscaping & Excavating	800-225-5786	Installation and Service
Pennsylvania	Hanover	Automotive Lift Services	800-225-5786	Installation and Service
Pennsylvania	New Brittan	Automotive Equipment Service	800-225-5786	Installation and Service
Rhode Island	E. Greenwich	Jim Twomy Sales & Service	800-225-5786	Installation and Service
South Carolina	Simpsonville	Quick Lift Service	800-225-5786	Installation and Service
South Carolina	Elko,	Equipment Service & Supply	800-225-5786	Installation and Service
South Carolina	Timmonsville	Carolina Jack & Lift Inc.	800-225-5786	Installation and Service
Texas	Bryan	Texas Fleet Outfitters	800-225-5786	Installation and Service
Texas	Argyle	Texaquip Inc.	800-225-5786	Installation and Service
Texas	Corpus Christi	South Texas Shop Equipment	800-225-5786	Installation and Service
Texas	Halton City	Quality Air & Lift Service	800-225-5786	Installation and Service
Texas	Houston	MTF Equipment Sales Inc.	800-225-5786	Installation and Service
Texas	San Antonio	Jacobs Equipment	800-225-5786	Installation and Service
Texas	Austin	Aer Equipment & Repair Dba American	800-225-5786	Installation and Service

		Equipment		
Utah	North Salt Lake	Professional Automotive Eqpt.	800-225-5786	Installation and Service
Vermont	Highgate	A-1 Building & Equipment	800-225-5786	Installation and Service
Virginia	Fairfax	Ajk Industries LLC	800-225-5786	Installation and Service
Virginia	Chesapeake	Ramsey Equipment	800-225-5786	Installation and Service
Virginia	Herndon	Paint Master Usa Inc.	800-225-5786	Installation and Service
Virginia	Manassas	Millennium Automotive Equipment	800-225-5786	Installation and Service
Virginia	Roanoke	Equipment Specialists & Supplies	800-225-5786	Installation and Service
Virginia	Ringgold	Countryside Service Center	800-225-5786	Installation and Service
Washington	Pasco	Lift Technologies Inc.	800-225-5786	Installation and Service
Washington	Snohomish	Et Hydraulics	800-225-5786	Installation and Service
West Virginia	Bruceton Mills	Schaeffer & Sons	800-225-5786	Installation and Service

6.3. **RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES.** Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

6.4. **ON SITE REQUIREMENTS.** While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

7. INVOICING & PAYMENT.

7.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 05316 or other state's PA reference number
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

7.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely

payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 7.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 7.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 7.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 7.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

8. CONTRACT MANAGEMENT.

- 8.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Philip Saunders
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7962
Email: Philip.Saunders@des.wa.gov

Contractor
Attn: Bobby Draper
Snap-on Industrial
15382 HWY 40
Folsom, LA 70437
Tel: (985) 807-3111
Email: bobby.l.draper@snapon.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 8.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 8.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Andrea Ehlert
Contract Administration
2801 80th Street
Kenosha, Wisconsin 53143
Email: andrea.k.ehlert@snapon.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

9. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 9.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 9.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 9.3. **ANNUAL MASTER CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum:

Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

- 9.4. **SMALL BUSINESS INCLUSION.** Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

10. RECORDS RETENTION & AUDITS.

- 10.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., If Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

11. INSURANCE.

- 11.1. REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 11.2. WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide Industrial Insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12. CLAIMS.

- 12.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 12.2. THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 13. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

14. SUSPENSION & TERMINATION; REMEDIES.

- 14.1. SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default.

Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

14.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

14.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only

be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 14.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

15. GENERAL PROVISIONS.

- 15.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 15.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 15.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 15.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 15.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 15.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 15.7. **ASSIGNMENTS.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

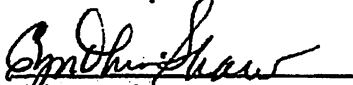
- 15.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 15.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 15.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 15.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 15.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 15.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 15.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 15.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 15.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 15.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any

alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

- 15.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 15.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 15.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 15.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 15.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 15.23. **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Philip Saunders
Its: Contract Specialist

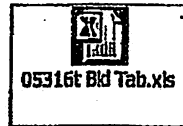
*Procurement
Supervisor
2/10/17*

SNAP-ON INDUSTRIAL, A DIVISION OF IDSC HOLDINGS LLC

By: 
Andrew R. Ginger
Its: President, Industrial

EXHIBIT A

INCLUDED GOODS/SERVICES



PRICES FOR GOODS/SERVICES

Insert Website Here

1. **CATALOG PRICING AVAILABILITY.** Contractor shall provide Catalog/price lists in both hard copy list and electronic (web-based).
2. **NEW TECHNOLOGY AND NEW PRODUCTS.** Should Contractors want to offer new technology lifts that are not specifically called for on a Vehicle Lift or Garage Associated Equipment category, contractors must submit to the Contract Administrator for review. All additional items must meet contract specifications, terms and conditions. For each additional item, fully identify power, modifications, payload, option restrictions and added delivery time. After award, new, improved, or updated products may become available. Bidders will be allowed to request to substitute items, within their awarded categories. Substituted items must beat contract specifications, terms and conditions. Substitutions and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.
3. **Several NASPO ValuePoint Participating Entities** currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

EXHIBIT D

NASPO VALUEPOINT TERMS AND CONDITIONS



EXHIBIT E

INTENT TO PARTICIPATE & STATE SPECIFIC TERMS AND CONDITIONS



PARTICIPATING ADDENDUM
NASPO ValuePoint
Small Hand & Power Tools & Accessories
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
Snap-On Industrial, a Division of IDSC Holdings LLC
Master Agreement No: SW818
(hereinafter "Contractor")

And

[Montgomery County Commission]
(hereinafter "Participating State/Entity")

Page 1 of 3

1. **Scope:** This addendum covers the Small Hand & Power Tools and Accessories led by the State of Oklahoma for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

☒ **[X]** No changes to the terms and conditions of the Master Agreement are required

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

[Replace this with specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph]

4. **Lease Agreements:** **[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved"]**

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

PARTICIPATING ADDENDUM
NASPO ValuePoint
Small Hand & Power Tools & Accessories
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
Snap-On Industrial, a Division of IDSC Holdings LLC
Master Agreement No: SW818
(hereinafter "Contractor")

And

[Montgomery County Commission]
(hereinafter "Participating State/Entity")

Page 2 of 3

Contractor

Name	Bobby Draper
Address	
Telephone	985-807-3111
Fax	
E-mail	Robert.L.draper@snapon.com

Participating Entity

Name	Montgomery County Commission
Address	P.O. Box 1667, Montgomery AL 36102
Telephone	334-832-1269
Fax	334-832-2533
E-mail	Myrtle.Singleton@mc-ala.org

6. **Subcontractors:** All [contractor] dealers and resellers authorized in the State of ~~xxxxxxx~~, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:

PARTICIPATING ADDENDUM
NASPO ValuePoint
Small Hand & Power Tools & Accessories
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
Snap-On Industrial, a Division of IDSC Holdings LLC
Master Agreement No: SW818
(hereinafter "Contractor")

And

[Montgomery County Commission]
(hereinafter "Participating State/Entity")

Page 3 of 3

Name: Elton N. Dean, Sr.	Name:
Title: Chairman	Title:
Date:	Date:

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation
and posting in appropriate data bases]



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA NASPO VALUE POINT MASTER AGREEMENT
AWARD WITH SNAP ON INDUSTRIAL
RESULTING FROM SOLICITATION NO. OK-818**

This Addendum 7 ("Addendum") is an Amendment to the Master Agreement Award OK-818 ("Master Agreement") awarded to Snap On Industrial. ("Contractor") by the State of Oklahoma ("State") in connection with Solicitation No. OK-818 ("Solicitation") and is effective as of the date of the last signature below.

Recitals

Whereas, the State issued a Solicitation for proposals to provide Small Hand and Power Tools as more particularly described in the Solicitation; and

Whereas, the State awarded a Master Agreement to Snap On Industrial

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum reflects contract expiration date.

2. Amendment to Master Agreement

This agreement has been extended for sixty (60) days to allow for finalization of the new Master Agreement for OK-MA-818-040 and to allow additional processing time for new Participating Addendums.

The contract will now run through August 31, 2018

State of Oklahoma by and through the Office of Management and Enterprise Services

By: <i>FJR</i>	By: <i>Amy Lowry</i>
OMES	Snap On Industrial
Name: Ferris J. Barger	Name: Amy Lowry
Title: State Purchasing Director	Title: Controller, Industrial Division
Date: 6/1/2018	Date: 6/1/2018



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with DCS-Central Purchasing.

Contract Title: Hand and Power Tools - NASPO Purchasing Cooperative

Statewide Contract #: SW818

Contract Issuance Date: September 20, 2011

Total Number of Vendors: 6 (For details see: Vendor Information Sheet)

Contract Period: 09-20-2011 through 09-19-2013

Agreement Period: 09-20-2011 through 09-19-2017

Authorized Users: All Parties

Contract Priority: Mandatory

Type of Contract: Fixed with catalog discounts

DCS-CP Contact: Lisa Bradley

Title: Contracting Officer

Phone: 1 - 405 - 522 - 4480

Fax: 1 - 405 - 522 - 1077

Email: Lisa.Bradley@OMES.ok.gov

Central Purchasing • Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 • Oklahoma City, OK 73152-8803
Telephone: 405/521-2110 • Fax: 405/521-4475 • www.dcs.ok.gov

DCS/PURCHASING - FORM 071 (01/2008)

PAGE 1 OF 1



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendors Information

PAGE 1 OF 3

Vendor Name: Fastenal **Vendor ID#:** 0000069679
Vendor Address: Address: 2001 Theurer Boulevard
City: Winona State: MN Zip Code: 55987
Contact Person Name: Donnalee Papenfuss **Phone #:** 1 - 507 - 453 - 8339
Title: Director of Government Affairs **Fax #:** 1 - 507 - 494 - 6423
Email: Govsales@fastenal.com
Website: www.fastenal.com

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-3050

Delivery:

Minimum Order: None

P/Card Accepted ☒ Yes

☐ No

Other:

Vendor Name: Hilti **Vendor ID#:** 0000067994
Vendor Address: Address: 5400 S 122nd East Avenue
City: Tulsa State: OK Zip Code: 29407
Contact Person Name: Bruce Mitchell **Phone #:** 1 - 918 - 872 - 3240
Title: Government Contracts Manager **Fax #:** 1 - 918 - 461 - 4660
Email: bruce.mitchell@hilti.com
Website: www.us.hilti.com

Authorized Location: ☐ Locations listing attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-3052

Delivery:

Minimum Order: None

P/Card Accepted: ☒ Yes

☐ No

Other:

Central Purchasing • Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 • Oklahoma City, OK 73152-8803
Telephone: 405/521-2110 • Fax: 405/521-4475 • www.dcs.ok.gov

DCS/PURCHASING - FORM 072D (01/2008)



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendors Information

PAGE 2 OF 3

Vendor Name: Sid Tool Co., Inc dba MSC Industrial Supply Vendor ID#: 0000097153
Vendor Address: Address: 12211 East 52nd Street - Suite 305
City: Tulsa State: OK Zip Code: 74146
Contact Person Name: Charli Childers Phone #: 1 - 405 - 946 - 9090
Title: State Account Manager Fax #: 1 - 405 - 946 - 9114
Email: childech@mscdirect.com
Website: www.mscdirect.com
Authorized Location: ☐ Locations list attached as (attachment title)
☐ Address:
City: State: Zip Code:
Contract ID #: 0-3053
Delivery: Minimum Order: None
P/Card Accepted ☒ Yes ☐ No
Other:

Vendor Name: Genuine Parts Company dba NAPA Auto Parts Vendor ID#: 0000071553
Vendor Address: Address: 2801 West Reno
City: Oklahoma City State: OK Zip Code: 73107
Contact Person Name: Henri Casteel Phone #: 1 - 405 - 476 - 6272
Title: Account Manager Fax #: 1 - 405 - 415 - 2005
Email: hcasteel@cox.net
Website: www.napaprolink.com
Authorized Location: ☐ Locations listing attached as (attachment title)
☐ Address:
City: State: Zip Code:
Contract ID #: 0-3054
Delivery: Minimum Order: None
P/Card Accepted: ☒ Yes ☐ No
Other:

Central Purchasing · Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 · Oklahoma City, OK 73152-8803
Telephone: 405/521-2110 · Fax: 405/521-4475 · www.dcs.ok.gov

DCS/PURCHASING - FORM 072D (01/2008)



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendor Information

PAGE 3 OF 3

Vendor Name: Snap On Industrial Vendor ID#: 0000017810
Vendor Address: Address: 2801 80th Street
City: Kenosha State: WI Zip Code: 53143
Contact Person Name: Larry Jefferson Phone #: 1- 704 - 236 - 7254
Title: Segment Support Manager Fax #: 1- 704 - 847 - 9476
Email: Lawrence.C.Jefferson@snapon.com
Website: www.snapon.com
Authorized Location: ☐ Locations list attached as (attachment title)
☐ Address:
City: State: Zip Code:
Contract ID #: 0-3074
Delivery: Minimum Order: None
P/Card Accepted: ☐ Yes ☐ No
Other:

CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000067994
HILTI INC
5400 S 122ND EAST AVE
TULSA OK 74146-6007

Contract ID		Page	
0000000000000000000000003052		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
09/20/2011 to 09/19/2013	USD	CRRNT	PO Date
Description:		Contract Maximum	
SW818-NASPO-HAND/POWER TOOLS		0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID: 736017987

Line #	Item ID/Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	1000024057 TOOLS: NASPO Hand Tools	1.00	1.00	0.00	0.00
2	1000024058 TOOLS: NASPO Power Tools	1.00	1.00	0.00	0.00
3	1000024049 TOOLS: NASPO Attachments and Accessories	1.00	1.00	0.00	0.00

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Original Signature on File



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000097153
SID TOOL CO INC
MSC INDUSTRIAL SUPPLY
12211 EAST 52ND STREET
TULSA OK 74146

Contract ID:		Page	
00000000000000000000000003053		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
09/20/2011 to 09/19/2013	USD	ORRNT	PO Date
Description:		Contract Maximum	
SW818-NASPO HAND/POWER TOOLS		0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID: 736017987

Line #	Item ID/Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
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COMMENTS:

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Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Original Signature on File



Dispatch via Print

Contract ID		Page	
00000000000000000000000003054		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
09/20/2011 to	USD	GRRNT	PO Date
Description:		Contract Maximum	
SW818-NASPO HAND/POWER TOOLS		0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc.	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	1000024057 TOOLS: NASPO Hand Tools	1.00	0.00	0.00	0.00
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COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Original Signature on File

CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000069679
FASTENAL COMPANY INC
2001 THEURER BLVD
PO BOX 1244
WINONA MN 55987-7244

Contract ID		Page	
00000000000000000000000003050		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
09/20/2011 to 09/19/2013	USD	CCRNT	PO Date
Description:		Contract Maximum	
SW818-NASPO HAND/POWER TOOLS		0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
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2	1000024058 TOOLS: NASPO Power Tools	1.00	1.00	0.00	0.00
3	1000024049 TOOLS: NASPO Attachments and Accessories	1.00	1.00	0.00	0.00

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Original Signature On File

CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID: 0000017810
SNAP-ON INDUSTRIAL IDSC LLC
2801 80TH ST
KENOSHA WI 53143-5656

Contract ID 000000000000000000000003074		Page 1 of 1	
Contract Dates 10/19/2011 to 09/19/2013	Currency USD	Rate Type GRRNT	Rate Date PO Date
Description: SW818 - NASPO-HAND/POWER-TOOLS		Contract Maximum 0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	1000024057 TOOLS: NASPO Hand Tools	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA	0008	
2	1000024058 TOOLS: NASPO Power Tools	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA	0008	
3	1000024049 TOOLS: NASPO Attachments and Accessories	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA	0008	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Original Signature on File

**NASPO/State of Oklahoma
PARTICIPATING ADDENDUM
FOR HAND AND POWER TOOLS AND ACCESSORIES**

Between
The State of _____ and _____
(Name of Contractor)

This Participating Addendum will add the State of _____ as a Participating State to purchase from the Oklahoma Price Agreement, SW818, with _____ (Name of Contractor)

1. Scope: This addendum covers Hand and Power Tools and Accessories for State Agencies and political subdivisions.
2. Changes: Effective date of rates: 2011 - 2013 (To address any State Specific Changes).
3. Primary Contact: The primary state government contact for this participating addendum is as follows:

Contact:
State/Political Entity:
Address:
City, State, Zip:
Phone:
Fax:
Email:

4. Contract Number: The contract number for the Participating State is _____.

This participating addendum and the NASPO/Oklahoma Master Price Agreement, Number SW818 (administered by the State of Oklahoma) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: _____

Contractor: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGENDA

JUL - 2 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: June 26, 2018

RE: Contract No. 51901-18B-014
Dumpster Rental & Trash Collection

Request the attached Amendment No. 1 to provide a four (4) yard dumpster serviced once per week for Butler Community Center, 3865 Butler Ct., Montgomery, AL 36110 be considered for approval on a future agenda.

This amendment will allow the contract with Liberty Disposal, Inc. to provide dumpster rental and trash collection services at the Butler Community Center on a monthly basis at \$90.00 per month.

Butler Community Center was not part of the original bid; however, per the Invitation to Bid, Montgomery County Commission reserves the right to add other locations, within the county, as needed, during the period of the contract.

Liberty Disposal, Inc. contract will expire June 30, 2019, and prices will remain firm during the contract period.

Amendment has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51901-18B-014

Amendment No. 1

Contract for dumpster rental and trash collection services for Montgomery County, to be provided at Butler Community Center, 3865 Butler Ct., Montgomery, AL 36110 is hereby amended as follows:

The following location will be added to the contract, Butler Community Center. Dumpster rental and trash collection services will be provided on a monthly basis at \$90.00 per month, which should be billed to Montgomery County Commission, Support Services, P. O. Box 1667, Montgomery, Alabama 36102-1667.

All other provisions of the contract will remain the same.

WITNESS:

LIBERTY DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

AGENDA

JUL - 2 2018

MEMORANDUM

June 26, 2018

TTC

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Official Notice regarding Payments in Lieu of Taxes Act (PILT Act)

I have reviewed the Class Action lawsuit regarding governmental agencies to recover additional funds under the PILT Act.

In that the ACCA has made the decision to join NACO in opting to join the above stated lawsuit, I opine that MCC should opt into same.

Please execute the form that is required as County Administrator and send to the address contained therein. In that this is a very important matter I think you should send the "option" form by registered mail with return receipt.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

June 25, 2018

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Official Notice regarding Payments in Lieu of Taxes Act (PILT Act)

Attached is an Official Notice from the United States Court of Federal Claims which states "The United States Court of Federal Claims has certified a CLASS ACTION lawsuit regarding your right to recover additional sums under the PAYMENTS IN LIEU OF TAXES ACT [PILT Act] for fiscal years 2015, 2016, and 2017."

Also, attached is an email from ACCA regarding PILT Payments Received in 2015 FY. The email states, "The Notice explains that to participate in the class action lawsuit, and collect the amounts due to them through the class action lawsuit, each underpaid PILT recipient must complete and submit a form "opting into" the lawsuit. The Association has been in contact with the National Association of Counties and we join NACo in recommending that you strongly consider completing the form and becoming a part of the lawsuit. The approval to submit the form should come from a motion adopted by the county commission during a regular business session."

Please review and issue your opinion by Thursday, June 28, 2018, as to what action, if any, the County Commission needs to take.

As always, thank you for your assistance.

DLM/tn

Attachments

United States Court of Federal Claims
Washington, D.C.

OFFICIAL NOTICE

The United States Court of Federal Claims has certified a **CLASS ACTION** lawsuit regarding your right to recover additional sums under the **PAYMENTS IN LIEU OF TAXES ACT** [PILT Act] for fiscal years 2015, 2016, and 2017.

This is not a solicitation from a lawyer.

The Court of Federal Claims, in the case of *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991C (Consolidated) [the Lawsuit], has directed sending this notice to a Class made up of: **“All ‘unit[s] of general local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act [PILT Act] in fiscal years 2015, 2016 and/or 2017.”**

You are receiving this notice because you are a unit of local government believed (1) to be a member of that Class, and (2) to have been underpaid in those years.

The Lawsuit seeks to recover monies that the Court has determined that the federal government owes each Class Member for the underpayment of its respective PILT Act entitlement in fiscal years 2015, 2016, and/or 2017.

To obtain the money that the federal government owes you, *without having to file your own lawsuit*, you must submit a Class Action Opt-In Notice Form which can be done quickly and securely online at www.PILTPayments.com. You may also complete and return the enclosed copy of the Class Action Opt-In Notice Form by first class mail or pre-paid delivery service.

To participate in the Lawsuit, you must submit your completed Class Action Opt-In Notice no later than September 14, 2018.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

- This Notice has been sent to you by order of a federal court. **Please read this Notice carefully and fully.** It explains the opportunity you now have to join a Class Action Lawsuit currently pending before the Court.
- The Court is neither encouraging nor discouraging you to join the Lawsuit. You have the right to participate in the Lawsuit as a Class Member, or to do nothing and be excluded from the Lawsuit.

2018 JUL 20 10:49:29
U.S. COURT OF FEDERAL CLAIMS
WASHINGTON, D.C.

- **Please Note: This particular Class Action differs from many other class actions in the United States because,**
 - if you do nothing, you will not be able to participate in the Lawsuit, and
 - the Court has already ruled that the federal government owes each Class Member for underpayments in fiscal years 2015, 2016, and/or 2017.

SUMMARY OF YOUR RIGHTS AND OPTIONS IN THIS LAWSUIT	
ASK TO BE INCLUDED (OPT INTO THE CLASS ACTION LAWSUIT)	By submitting a Class Action Opt-In Notice Form you are asking to be included in the Lawsuit, receive any PILT Act underpayments recovered in the Lawsuit, and be bound by its results. • You acquire rights to any money that the Court determines that you are due as a result of underpayment, in fiscal years 2015 through 2017, of your entitlement under Section 6902 of the PILT Act. • You will be bound by the outcome of the case, whether favorable or unfavorable to you. You will also give up the right to sue the federal government on your own, and at your own expense, for the same legal claims made in the lawsuit. In order to join the Lawsuit, you must submit a completed Class Action Opt-In Notice Form online, by first class mail, or by pre-paid delivery service. The Class Action Opt-In Notice Form must be submitted, postmarked, or delivered no later than September 14, 2018.
DO NOTHING	If you do nothing, you will not be included in the Lawsuit, and you will have no right to any money recovered in the Lawsuit. But you will keep the right to sue the federal government for any alleged PILT Act underpayments in fiscal years 2015 through 2017, on your own and at your own expense.

- Your rights and options, and the deadline to exercise them, are further explained below.
- This Notice may affect your legal rights. Read it carefully.

BASIC INFORMATION

1. Why did I get this Notice?

The federal government's records show that you are a unit of local government that received a payment pursuant to Section 6902 of the PILT Act in fiscal years 2015, 2016, and/or 2017. This Notice advises you that:

- a. The Court has allowed, or "certified," a Class Action Lawsuit against the United States to recover amounts which the Court has determined that the government was required to pay units of local government under 31 U.S.C. § 6902, but did not pay in full in fiscal years 2015, 2016 and 2017.
- b. You are eligible to participate in the Lawsuit by completing and timely submitting a Class Action Opt-In Notice Form. The Form may be completed and submitted online at www.PILTPayments.com. Alternatively, you may complete the enclosed copy of that Class Action Opt-In Notice Form and submit it by first class mail or by pre-paid delivery service.

2. What is this Lawsuit about?

This Lawsuit is about whether the federal government was required to pay in full the amounts due to units of local government under Section 6902 of the PILT Act in fiscal years 2015, 2016, and 2017. The Class Representative (Kane County, Utah) contended that the federal government underpaid units of local government in those years, and that all Class Members are entitled to recover the underpayment amounts. The government denied that any units of local government were entitled to any additional PILT payments beyond the amounts already paid for those years.

3. What has the Court decided?

The Court has ruled that provisions of Section 6902 of the PILT Act obligated the federal government to pay eligible units of local government the full amounts calculated by a formula set forth in the Act even though Congress failed to appropriate sufficient funds to do so in fiscal years 2015 through 2017 (noting that Kane County had not challenged (and the decision did not therefore extend to) the portion the government's reduction of its fiscal year 2015 PILT payments caused by the sequestration of part of the funds appropriated to make FY 2015 PILT payments). The Court granted summary judgment, in favor of the Class, as to the government's liability for underpaying Class Members in those years. The Court has not yet determined the amount by which the Class as a whole, or any individual Class Member, was underpaid in those years. As of the date of this notice, Class Counsel

and counsel for the government have agreed on the amount of the underpayment in fiscal years 2015 and 2016, and anticipate reaching agreement on the amount of the underpayment in fiscal year 2017. The Court's decision is subject to appeal.

4. What is a Class Action and who is involved?

In a class action, one or more Class Representatives (in this case, Kane County, Utah) sues on behalf of all Class Members (in this case, units of local government that receive PILT payments) who have the same or similar claims. Kane County and all other Class Members who choose to participate in the Lawsuit are the "Plaintiffs." The United States is the "Defendant." In a class action at the United States Court of Federal Claims, the Court resolves all issues for all Class Members who choose to participate in the Lawsuit. Here, that includes the Court's decision that the government is liable, described in paragraph 3 above.

5. Why is this lawsuit a Class Action?

The Court has decided that this Lawsuit meets the requirements of Rule 23 of the Rules of the United States Court of Federal Claims, which governs class actions in that Court. Specifically, the Court has ruled that:

- The potential Class is so numerous that joinder of all Class Members is impractical;
- There are legal questions and facts common to each Class Member's claim;
- The Class Representative's claim is typical of the claims of other Class Members;
- The Class Representative, Kane County, Utah, and Class Counsel, Alan I. Saltman, a partner in the Washington, D.C. office of Smith, Currie & Hancock LLP, will fairly and adequately represent the interests of the Class;
- The common legal and factual questions predominate over questions affecting only individual Class Members; and
- This Class Action will be more efficient than having many individual lawsuits.

6. What is requested in this Lawsuit?

The Class Representative seeks, for itself and for all other Class Members who choose to participate in the Lawsuit, payment of the amounts by which each was underpaid in fiscal years 2015 through 2017. Class Counsel will also ask the Court for an award of attorney's fees and expenses.

WHO MAY PARTICIPATE IN THE CLASS ACTION

7. Am I part of this Class Action Lawsuit?

You must decide whether you wish to participate in the Lawsuit. **You cannot participate unless and until you fill out and submit—online, by first class mail, or by pre-paid delivery service—the Class Action Opt-In Notice Form found on the website www.PILTPayments.com.** A copy of the Form is also enclosed. The Rules of the United States Court of Federal Claims require that Class Members choose whether to “opt into” the lawsuit. If you fit the description in the next question—and the government’s records indicate that you do—you may opt into and participate in this Lawsuit. If you do nothing, you will be excluded from the Lawsuit and will forfeit your right to receive any monies recovered in the Lawsuit.

8. Who can participate in the Lawsuit?

The Court has decided that the Class consists of:

“All ‘unit[s] of local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act in fiscal years 2015, 2016, and/or 2017.”

Any unit of local government meeting this definition may participate in this Lawsuit by timely submitting a completed Class Action Opt-In Notice Form.

9. Does participating in the Lawsuit cost any money?

No.

YOUR OPTIONS

10. How can I participate in this Lawsuit?

You can complete and submit your Class Action Opt-In Notice Form online at www.PILTPayments.com.

Alternatively, you can complete the enclosed Class Action Opt-In Notice Form and send it by first class mail to: PILT Payments Class Action, P.O. Box 65876, Washington, D.C. 20035-5876; or by pre-paid delivery service to: PILT Payments Class Action, 1025 Connecticut Avenue NW, Suite 600, Washington, D.C. 20036. However you transmit it, you **must** submit your completed Form **no later than September 14, 2018** if you wish to participate in the Lawsuit. **Do not delay.**

11. What happens once I choose to participate in this Lawsuit?

As a Class Member who chooses to participate in the lawsuit, you will be represented by Class Counsel, who will take all actions necessary to protect your rights. You will receive the benefit of, and be bound by, all rulings, orders, judgments entered, or settlements approved by the Court, whether favorable or unfavorable. You will **not**, however, be asked to make any out-of-pocket payment of attorney's fees or expenses in the case.

12. If I choose to participate in the Lawsuit, what will I be required to do?

After timely submitting a completed Class Action Opt-In Notice Form, the parties currently do not anticipate that you will have to do anything else.

13. What happens if I choose not to participate in the Lawsuit?

If you do not submit a completed Class Action Opt-In Notice Form online **on or before September 14, 2018**; by first class mail **postmarked on or before September 14, 2018**; or by pre-paid delivery service **delivered no later than September 14, 2018**, you will be barred from participating in the Lawsuit and will not be entitled to any portion of any monetary recovery by judgment or settlement of the Lawsuit. You will retain the right to sue the federal government on your own about the same legal claims made in the Lawsuit, and will not be bound by the Court's judgment in the Lawsuit. If you decide to pursue your claim independently, outside of this Lawsuit, you should consult an attorney and do so promptly because certain statutes of limitation may bar or limit your claim. If you choose to hire your own attorney, you will be responsible for paying the full cost of that attorney.

THE LAWYERS REPRESENTING YOU

14. If I choose to participate in the Lawsuit, do I have to hire a lawyer to represent me?

No. The Court has decided that Alan I. Saltman and the firm of Smith, Currie & Hancock LLP are qualified to represent you and all other Class Members who choose to participate. They are called "Class Counsel."

Mr. Saltman is experienced in handling similar cases against the federal government. If you choose to file a Class Action Opt-In Notice Form, you agree to legal representation by Mr. Saltman and his firm.

15. Should I hire my own lawyer?

If you decide to participate in the Lawsuit, you do not need to hire a lawyer because Class Counsel is and will continue working on your behalf. But you are permitted to hire your own lawyer if you would like to do so. For

example, you may have your own lawyer appear in Court if you want someone other than Class Counsel to speak for you. Of course, if you choose to hire your own lawyer, you will be responsible for paying the full cost of that lawyer.

16. How will Class Counsel be paid?

Class Counsel will submit a request for its fees and expenses to the Court. You will not have to pay any fees or expenses directly. The fees and expenses that the Court determines should be paid to Class Counsel, if any, might be deducted from the money obtained for the Class and might reduce the amount available for distribution to Class Members, and therefore reduce the amount of money you receive.

LITIGATION INFORMATION

17. How and when will the Court decide the amount of the underpayments?

Class Counsel and counsel for the government have already agreed on the amount of the underpayments in fiscal years 2015 and 2016, and anticipate that they will also reach agreement on the amount of the underpayment in fiscal year 2017. Should that not occur, Class Counsel will have to prove the amount of the underpayments in fiscal year 2017 at trial. No trial date has been set. The Court has not yet entered judgment in any amounts for any of the years involved in the Lawsuit.

18. If there is a trial on damages, must I attend?

If there is a trial on damages, you do not need to attend. Class Counsel will present the case on behalf of all Class Members participating in the Lawsuit. You and/or your own lawyer are welcome, and entitled, to attend at your own expense.

19. When will I get any money from the lawsuit?

After the Court has determined (a) which Class Members have chosen to participate in the lawsuit, (b) the underpayment amounts, and (c) the fees and expenses that should be paid to Class Counsel, you will be notified about how and when you will receive your payment. At this time, the parties do not know how long that will take, or whether there will be any appeal from the Court's decisions that could impact the entitlement, timing, or amount of any payments.

GETTING MORE INFORMATION

20. Is more information available from the Court?

The pleadings and other records in the Lawsuit may be examined during regular business hours at the Office of the Clerk of the United States Court of Federal Claims. The Court's address is:

United States Court of Federal Claims
717 Madison Place, N.W.
Washington, D.C. 20005

THE COURT HAS INSTRUCTED THAT YOU SHOULD NOT CONTACT THE CLERK'S OFFICE BY TELEPHONE, E-MAIL, OR MAIL FOR INFORMATION ABOUT THIS CASE. Please do **not** contact the United States Court of Federal Claims with questions or requests for information.

21. Who can I contact if I have a question or need additional information?

Both a copy of the Court's decisions on Kane County's Motions for Summary Judgment, and its Order certifying the Class are also available at www.Smithcurrie.com/PILTPaymentsInfo.

Any questions you have can be submitted at www.Smithcurrie.com/PILTPaymentsInfo and Class Counsel will respond. The answers to Frequently Asked Questions, and to submitted questions of general interest, will also be posted there.

UNITED STATES COURT OF FEDERAL CLAIMS
Kane County, Utah v. United States
Case Nos. 17-739C and 17-1991C (Consolidated)

2. Please fill in the name of the unit of local government [i.e., County, City, Town, Borough, Parish, etc.] opting into the *Kane County, Utah v. United States* Class Action lawsuit:

4. By signing your name in the space below (or filling in an electronic signature in the format /s/ *First name Last name* if submitting via the internet) you are declaring under penalty of perjury under the laws of the United States that:

(a) The unit of local government named above wishes to opt into the Class Action lawsuit: *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991-C (Consolidated).

(b) You are authorized by the unit of local government named above to sign this document on its behalf.

Sign Your Name: _____ Date: _____

Print/Type Your Name: _____

Your Position or title with the unit of local government: _____

Your e-mail address: _____

Your phone number: _____

5. Submit this completed form to:

On Line:

by clicking "Submit" at <http://www.PILTpayments.com>

- A copy of this Class Action Opt-In Notice Form may also be downloaded at this website.

By First Class Mail:

PILT Payments Class Action
P. O. Box 65876
Washington, D.C. 20035-5876

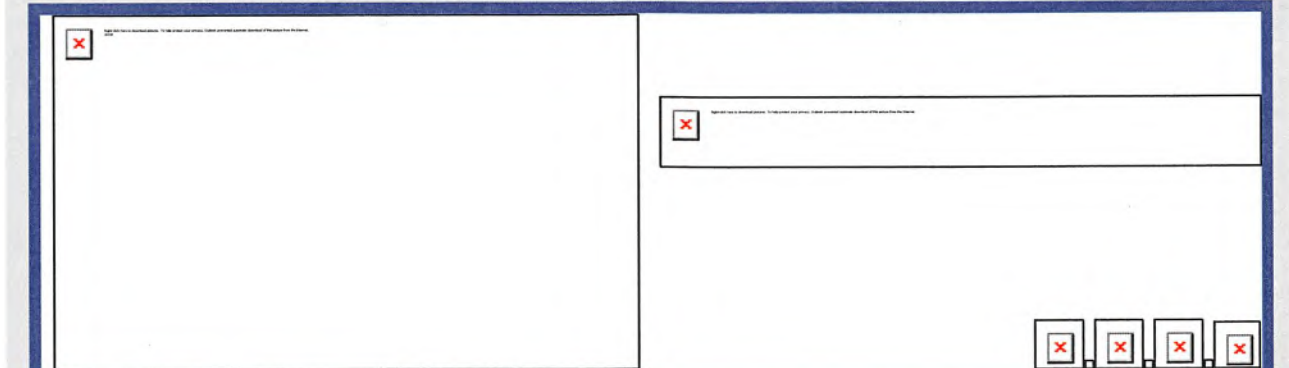
Pre-paid Delivery Service:

PILT Payments Class Action
1025 Connecticut Avenue, N.W., Suite 600
Washington, D.C. 20036

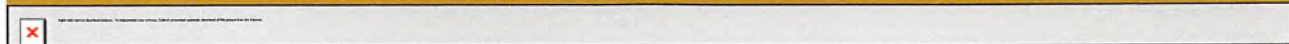
Tammy Nix

From: Sonny Brasfield <sbrasfield@alabamacounties.org>
Sent: Friday, June 22, 2018 12:34 PM
To: Donald Mims
Subject: PILT Payments in 2015 FY

[Click here](#) to view the web version of this mailing.



June 22, 2018



PILT Payments Received in 2015 FY

Chairs and Administrators:

We are writing you today because your county received a Payment In Lieu of Taxes (PILT) from the federal government during the 2015 fiscal year. As you probably know, the PILT program is utilized to provide counties with some compensation for the loss of property tax income from the federal lands within their borders.

In 2008, Congress significantly amended the PILT statute by mandating full funding through 2014 and removing language that limited the federal government's payment obligation to the amounts appropriated by Congress. Congress has never reinserted that language. For 2015-17, because of insufficient appropriations, PILT recipients did not receive the full amount to which they were entitled under the PILT statute based on the U.S. Department of the Interior's full payment calculation.

Kane County, Utah filed a lawsuit in the U.S. Court of Federal Claims, seeking to recover its own underpayments and the underpayments of a class made up of all other PILT recipients in those years. Several months ago, the Federal Court ruled in Kane County's favor and certified the lawsuit as a class action. The Court also named Smith, Currie & Hancock, LLP, Kane County's lawyers, as Class Counsel to represent all members of the class. The Court ordered that an official notice of these events be sent to each underpaid PILT recipient. That notice should have been mailed to you on June 19 as a PILT recipient.

The attorneys for the class have established a website that provides useful information, www.Smithcurrie.com/PILTPaymentsInfo, such as a link to the Notice -- plus copies of Court orders, FAQs about the lawsuit and a form for submitting questions to Class Counsel. If you have not received the Notice in the mail, you should go to the above website and inform Class Counsel. We also encourage you to review all the information at the website.

The Notice explains that to participate in the class action lawsuit, and collect the amounts due to them through the class action lawsuit, each underpaid PILT recipient must complete and submit a form "opting into" the lawsuit. The Association has been in contact with the National Association of Counties and we join NACo in recommending that you strongly consider completing the form and becoming a part of the lawsuit. The approval to submit the form should come from a motion adopted by the county commission during a regular business session.

If, after reviewing the website above, you would like additional information please let us know. We fully expect to receive more information on the lawsuit during the NACo conference in Nashville next month and encourage those who are attending to look for opportunities to attend and participate in any available update meetings.

Sonny Brasfield
Executive Director



Association of County Commissions of Alabama
P.O. Box 5040, Montgomery, AL 36103
t: 334.263.7594 | f: 334.263.7678

If you no longer wish to receive emails from us, please [click here to unsubscribe](#).



DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

AGENDA

JUL - 2 2018

THIS AGREEMENT is entered into as of July 1, 2018, ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 8200 Old Federal Road, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Danny Floyd, dlfloyd@dc-dcs.com ("DCS"), and Montgomery County Commission, a governmental entity with its principal office located at 101 South Lawrence Street, Montgomery, AL 36104, Telephone: 334-832-1201, Facsimile: 334-832-2533, Contact and email: Rodney Smith, rodneysmith@mc-ala.org ("Licensee").

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof; and

WHEREAS, DCS provides additional Services including, but not limited to, Business Services, Data Services, and Voice Services, separate from the Licensed Software and is able to offer those Services to the Licensee if so desired;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

- 1.1 "Licensed Software." Computer program(s) specified on the Product and Price List attached as Exhibit A in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software.
- 1.2 "Authorized Copies." The number of copies of the Licensed Software for which license fees are fully paid by Licensee and that are authorized for use by DCS in the Product and Price List attached as Exhibit A. The number of Authorized Copies may be increased by Licensee from time-to-time by purchasing additional licenses as provided in Section 5.
- 1.3 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. License Grant. Subject to the terms and conditions hereof, DCS hereby grants to the Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to copy, distribute, install, and use the Authorized Modules of the Licensed Software as provided in the Product and Price List attached as Exhibit A.

3. Restrictions. Licensee may copy and use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for Licensee's

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify, disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed Software, except as expressly authorized herein; or (ii) permit the Licensed Software to be sublicensed, re-marketed, redistributed, or used as part of a service bureau. All rights not expressly granted to Licensee herein are expressly reserved by DCS.

4. License and Technical Support Fees for Subscription Licenses. License fees and technical support fees are combined for subscription licenses. Fees and related payment terms are provided on the Product and Price List attached as Exhibit A, and Licensee shall pay fees in accordance with such terms and conditions. Licensee may purchase additional licenses. The prices stated are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.
5. Purchase of Additional Licenses. If Licensee purchases license rights for additional Licensed Software and/or Authorized Copies, such additional licenses shall be governed by the terms and conditions hereof. Except as may be expressly provided on the Product and Price List attached as Exhibit A, pricing for additional licenses shall be in accordance with DCS's then-current price list, which may be updated by DCS from time to time. Licensee agrees that, absent DCS's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to DCS for the purchase of additional licenses, shall not be binding on DCS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.
6. Technical Support. DCS shall provide technical support services under the Technical Support Terms attached as Exhibit B.
7. Customization and Implementation. DCS provides optional customization and implementation services under the Customization and Implementation Terms attached as Exhibit C.
8. Services. DCS provides optional Business Services, Data Services and Voices Services separate from the Licensed Software and is able to offer those under separate agreement(s) if Licensee desires.
9. Unwanted Code. The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed

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Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 9.

10. Warranty Disclaimers. EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.
11. Proprietary Rights Warranty and Indemnification. DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 11, if such claim is based on (i) combination of the Licensed Software with data or with other software or devised not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.
12. Disclaimer of Incidental and Consequential Damages; Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, (i) ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, OR (ii) DCS'S OR DCS'S CUSTOMERS' RELIANCE ON OR USE OF INFORMATION OR SERVICES PROVIDED, EVEN IF THE OFFENDING PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.

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13. Ownership. Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of DCS and its licensors, except for certain customizations as provided in Exhibit C attached hereto. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to the Agreement.
14. Confidentiality of Licensed Software. Licensee acknowledges and agrees that the Licensed Software and all copies thereof are DCS's exclusive property and constitute a valuable trade secret and contains valuable trade secrets consisting of algorithms, logic, design, and coding methodology proprietary to DCS. Licensee shall safeguard the confidentiality of the Licensed Software, using the same standard of care which Licensee uses for its similar confidential materials, but in no event less than reasonable care. Licensee shall not disclose or make available to third parties the Licensed Software or any portion thereof without DCS's prior written consent.
15. Injunctive Relief. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.
16. Subscription Term. The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2018. This Agreement is subject to earlier termination as otherwise provided herein.
17. Termination.
- 17.1 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.
- 17.2 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.
- 17.3 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical

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- support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section 17.3 shall survive the termination of this Agreement.
- 17.4 The Licensee may terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice of such termination to DCS. However, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of said thirty (30) day period.
18. Return of Materials. Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.
19. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.
20. Assignment. Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.
21. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.
22. Independent Contractors. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.
23. Force Majeure. Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.

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24. Export Laws. For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.
25. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.
26. Dispute Resolution. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Diversified Computer Services, L.L.C.

By: _____
Danny L. Floyd

Title: Owner

Date:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
 (Software & Services)

EXHIBIT A
PRODUCT AND PRICE LIST

1. Description of Licensed Software. **County Information Management System (CIMS)**
2. Authorized Users/Copies.

Type	User	Copies
Primary	Montgomery Co Sheriff Dept	Unlimited
Expansion	Montgomery Co Support Services	Unlimited

3. Authorized Modules.

Basic Modules	Application Modules		Other Modules
Activities	Accidents	Job Cost	Reports
Bridges	Budget	Management	Admin
Departments	Documents	Permits	Help
Employees	Expenses	Problems	Utilities
Equipment	Fuel	Projects	Mapping
Materials	Garage	Purchases	
Roads	Herbicides	Signs	
Vendors	Inspections	Subdivisions	
	Inventory	Time	

4. Expansion Modules.

Selected	Module	Cost (Monthly)	Authorization
No	GIS	\$100	Not Authorized
No	Solid Waste	\$150	Not Authorized

5. License and Technical Support Fees for Subscription License. License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The fee for the Authorized Modules listed above for the subscription term is **\$650** per month for the Primary User listed and **\$150** per month for the Expansion User listed. The fees for the Expansion Modules for the subscription term are listed above and are **\$N/A** per month in addition to the fee for the Authorized Modules. The fee for the total subscription term, which includes the Authorized Modules and Expansion Modules, is **\$800** per month. The license fees are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.
6. Authorized Computers. Licensee shall be entitled to copy, distribute, install, and use the Licensed Software only on a single computer for each number of Authorized Copies provided herein and/or transmit the Licensed Software over an internal computer network, provided that Licensee acquires and dedicates an Authorized Copy of the Licensed Software for each computer on which the Licensed Software is used or to which it is transmitted over the internal network. Notwithstanding anything to the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.

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EXHIBIT B
TECHNICAL SUPPORT TERMS

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours for Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").
2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rates for support.
5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

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6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependent on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.
7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.
8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.
9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.
10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rates.

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EXHIBIT C
CUSTOMIZATION AND IMPLEMENTATION TERMS

These Customization and Implementation Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the License Agreement, as provided below.

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.
2. Customization and Implementation Services. DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.
3. Fees for T&M Services. Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be DCS's then current standard rates when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.
4. Services Warranty. DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

June 26, 2018

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday July 2, 2018 in executive session. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

	<i>For Reference, See</i>	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> a. General Reputation and Character, Job Performance, or Salaries / Compensation b. Formal Complaints or Charges Against an Individual or Legal Entity c. Discussion with the Government Body's Attorney d. Security Plans and Measures e. Criminal Investigation and the Identity of an Undercover Agent or Informer f. Negotiations to Buy / Sell / Lease Real Property g. Preliminary Negotiations in Trade Competition h. Negotiations Between The Body and a Group of Public Employees i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 21 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary). a. Written Declarations are required for these Executive Sessions: I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. III. Discussions concerning the negotiations between the body and a group of public employees. b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4
☐ 4. Vote to go into Executive Session a) The vote must be open/public; and b) Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 23, 2018, at 5:00 in the afternoon.

Inall 2. Mimm

Administrator

Elton N. Dean, Jr.

Chairman