MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JUNE 5, 2017

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:04 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 Sankey. 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

Commissioner Harris noted that the education miscellaneous appropriation to Jefferson Davis High School for Principal's Discretionary Fund, which was on the agenda, should have been for $11,145.

Chairman Dean and Commissioner Sankey requested a $1,000 miscellaneous appropriation from each of their accounts to Montgomery Community Action Agency for Community Service Programs.

Chairman Dean requested a $2,500 miscellaneous appropriation from his account and Commissioner Harris requested a $1,000 miscellaneous appropriation from his account to Alabama State University, Department of Business Administration for Department Head Discretionary Funds.

The Commission agreed to add these items to the miscellaneous appropriations.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham requested authorization of four part-time Public Safety Communication Dispatcher positions and related Position Fill Requests. After discussion, the Commission agreed to place this authorization on the next agenda.

Sheriff Cunningham briefed the Commission regarding a memorandum from Grant Writer Regina Walker requesting authorization to pursue a Community Oriented Policing Services (COPS) Grant. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF ADMINISTRATOR RHONDA CAPE WITH THE DISTRICT ATTORNEY'S OFFICE

Chief Administrator Rhonda Cape with the District Attorney's Office briefed the Commission regarding a Continuation of Previous Grant with ADECA, for the Violence Against Women Prosecution Unit Project for the District Attorney's Office. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PROBATE JUDGE STEVEN REED AND DIRECTOR OF ELECTIONS DARRYL PARKER

Probate Judge Steven Reed requested authorization to purchase voting equipment from ES&S for Montgomery County in the amount of $1,027,491. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY PASTOR KEN AUSTIN WITH THE MERCY HOUSE, MS. MARY BOONE, LANIER HIGH SCHOOL PTSA PRESIDENT KATINA JAMES AND PTSA PARENT LIAISON CUBIE RAE HAYES

Pastor Ken Austin with the Mercy House, Ms. Mary Boone, Lanier High School PTSA President Katina James and PTSA Parent Liaison Cubie Rae Hayes briefed the Commission regarding the Mercy House and requested funding in the amount of $20,000 for this program. Chairman Dean stated that he appreciated the presentation and would take the request into consideration.

PRESENTATION BY INFORMATION TECHNOLOGY MANAGER RODNEY SMITH

Information Technology Manager Rodney Smith briefed the Commission regarding authorization of Subscription to the Brainstorm Quick Help App concerning Microsoft O365 End-User-Training Program for Information Systems. He stated that this is a trial subscription and there would be no cost to the County. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake recommended approval of an Agreement for precipitation monitoring, a lease agreement for purchase of clay gravel and an Alabama Power Company Easement at Montgomery Industrial Park, which were on the agenda.

Also, he advised the Commission that recent rains washed out Rolling Acres Trail off Wasden Road in west Montgomery County, and permanent repairs will require replacement of three cross drain pipes on this road. Additionally, another cross-drain pipe was damaged on Davis Spur off Union Academy & Ada Road that will also require replacement.

In closing, he introduced the new Assistant County Engineer, Kevin Boone.

PRESENTATION BY DIRECTOR FELICIA BELL, PH.D, WITH ROSA PARKS MUSEUM, TROY UNIVERSITY

Director Felicia Bell, Ph.D, with Rosa Parks Museum, Troy University, briefed the Commission regarding the 2017 Juneteenth Celebration and requested funding in the amount of $6,330. The Commission stated that they would take her request into consideration.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims presented a Subgrant Agreement regarding the 2017 Weatherization Assistance Program (WAP), Grant Number DOE-028-17. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented Budget Change Request Number 4 from the Probate Judge's Office (Elections). After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution recognizing July 7, 2017 as "Reverend Richard C. Boone Day in Montgomery County". After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution recognizing July 15, 2017 as "Driving Force Women's Golf Club Day 2017 in Montgomery County". After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding authorization to recognize and deny a Claim filed by Brandon Martin. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding the appointment of Mr. Jimmy Smitherman as a Member-At-Large to the Mid-South Resource Conservation and Development Council, Inc. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY ACTING JUVENILE COURT ADMINISTRATOR BEVERLY WISE

Acting Juvenile Court Administrator Beverly Wise briefed the Commission regarding a Position Fill Request for a Retired RSA Employee/Clerical/Semi-Skilled NE, Position Number 0077 from the Youth Facility. After discussion, the Commission agreed to place this item 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.

Vice Chairman Walker 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 22-1 and 22-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Vice Chairman Walker 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 Commissioner Harris.

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.

Administrator Mims presented the Minutes of the Regular Meeting of May 15, 2017. Commissioner Sankey requested that the minutes be modified to reflect that Frank Thomas was the realtor who discussed the purchase of property with Mr. Derek Pysher, owner of the Highland Village Apartments. Commissioner Harris made a motion to approve the minutes as modified. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval.

Vice Chairman Walker made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Singleton 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

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 6PER (FY2016 – $86,319.11)

Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6PER (FY2016 - $86,319.11). The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Letter of Agreement and Certification, Agenda Pages 1-1 through 1-13, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT FOR CONSULTING SERVICES WITH WALTER SCHOEL ENGINEERING COMPANY, INC., FOR VGUAGE PRECIPITATION MONITORING SERVICES, SUBJECT TO REVIEW BY COUNTY ATTORNEY

Commissioner Harris made a motion to approve the Agreement for Consulting Services with Walter Schoel Engineering Company, Inc., for VGuage Precipitation Monitoring Services, Subject to Review by County Attorney. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Letter of Agreement, Agenda Pages 2-1 through 2-5, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED RENEWAL OF LEASE AGREEMENT WITH WILLIAMSON PROPERTIES, LTD., FOR PURCHASE OF CLAY GRAVEL

Vice Chairman Walker made a motion to approve the Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Letter and Lease Agreement, Agenda Pages 3-1 through 3-6, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED EASEMENT WITH THE ALABAMA POWER COMPANY FOR UPGRADING ELECTRICAL SERVICE TO THE MONTGOMERY INDUSTRIAL PARK

Commissioner Singleton made a motion to approve Easement with the Alabama Power Company for Upgrading Electrical Service to the Montgomery Industrial Park. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Sketches, Agenda Pages 4-1 through 4-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED COMMERCIAL EXHIBIT AGREEMENT WITH THE ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC., REGARDING EXHIBIT SPACE FOR THE 2017 FAIR

Vice Chairman Walker made a motion to approve the Commercial Exhibit Agreement with the Alabama National Fair & Agricultural Exposition, Inc., regarding Exhibit Space for the 2017 Fair. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Letter, Contract, Dispute Resolution and Invoices, Agenda Pages 5-1 through 5-7, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED HEALTH RISK ASSESSMENT (HRA) DISCOUNT FOR EMPLOYEE CONTRIBUTION EFFECTIVE OCTOBER 1, 2017

Commissioner Harris made a motion to approve the Health Risk Assessment (HRA) Discount for Employee Contribution effective October 1, 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Screening Form, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED CHANGES TO COUNTY HEALTHCARE PLANS CONCERNING EMPLOYEE AND RETIREE CONTRIBUTIONS FOR BOTH THE PPO AND HMP PLANS

Vice Chairman Walker made a motion to approve Changes to County Healthcare Plans concerning Employee and Retiree Contributions for Both the PPO and HMP Plans. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 7-1, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION TO APPROVE CONSTRUCTION AND FINANCING OF THE MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (MCDHR) BUILDING

Commissioner Harris made a motion to adopt the Resolution to Approve Construction and Financing of the Montgomery County Department of Human Resources (MCDHR) Building. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Resolution, Letter of Agreement and Email, Agenda Pages 8-1 through 8-8, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH SHARP CUT LAWN SERVICE, FOR A ONE YEAR EXTENSION AND 5% INCREASE IN PRICES FOR GROUNDS MAINTENANCE AT MONTGOMERY COUNTY PARKS (CONTRACT NUMBER 51901-16B-024)

Vice Chairman Walker made a motion to approve Amendment Number 1 to Contract with Sharp Cut Lawn Service, for a one year extension and 5% increase in prices for Grounds Maintenance at Montgomery County Parks (Contract Number 51901-16B-024). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

Administrator Mims requested approval of the miscellaneous appropriations included in his memorandum dated June 1, 2017. During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow commissioners concurred:

From fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

C-2017-65:	Montgomery Community Action Agency, for Community Service Programs - $2,000; (Sankey- $1,000, and Dean- $1,000)
NC-2017-101:	Alabama State University, Department of Business Administration, Department Head Discretionary Funds - $3,500; (Dean- $2,500, and Harris- $1,000)

Commissioner Singleton made a motion to approve Miscellaneous Appropriations Reprogramming requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION APROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 47 TO THE MONTGOMERY COUNTY EXTENSION SERVICE FOR THE 4-H AIR RIFLE TEAM REGISTRATION FEES FOR NATIONALS IN THE AMOUNT OF $800

Vice Chairman Walker made a motion to approve Budget Change Request Number 47 to the Montgomery County Extension Service for the 4-H Air Rifle Team Registration Fees for Nationals in the Amount of $800. 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.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 48 TO THE MONTGOMERY AREA BUSINESS COMMITTEE FOR THE ARTS FOR THE WWI CENTENNIAL RAINBOW SOLIDER STATUE DEDICATIONS AND EVENTS IN THE AMOUNT OF $15,000

Vice Chairman Walker made a motion to approve Budget Change Request Number 48 to the Montgomery Area Business Committee for the Arts for the WWI Centennial Rainbow Solider Statue Dedications and Events in the Amount of $15,000. 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.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 49 TO THE MONTGOMERY AREA BUSINESS COMMITTEE FOR THE ARTS FOR THE CREATION OF A LIFE-SIZE BRONZE STATUE OF DR. MARTIN LUTHER KING, JR., IN THE AMOUNT OF $42,000

Commissioner Singleton made a motion to approve Budget Change Request Number 49 to the Montgomery Area Business Committee for the Arts for the Creation of a Life-Size Bronze Statue of Dr. Martin Luther King, Jr., in the Amount of $42,000. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS –APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Harris made a motion to approve Budget Change Request Number 2, Community Corrections. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 6

Commissioner Singleton made a motion to approve Budget Change Request Number 6, Engineering Department. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (4)

1. Corrections Officer Corporal, Position Number 500425135
2. Corrections Officer Trainee, Position Number 500419116
3. Corrections Officer Trainee, Position Number 500419142
4. Corrections Officer Trainee, Position Number 500419212

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-1 through 16-4, are attached to these Minutes.)

FINANCE DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. College Intern, Position Number 210075001

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 17-1, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Deputy Sheriff Trainee, Position Number 550430123
2. Deputy Sheriff Trainee, Position Number 550430158

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 18-1 and 18-2, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

DEPARTMENTS	TRAVEL/TRAINING REQUESTS
1. County Commission	Request Numbers 36 and 37
2. Finance Department	Request Number 3
3. Support Services	Request Number 1
4. Appraisal Department	Request Number 23

Commissioner Singleton made a motion to approve Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 19-1 through 19-5, are attached to these Minutes.)

WAIVED RULES

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

COUNTY COMMISSION – APPROVED PURCHASE OF VOTING EQUIPMENT FROM ES&S FOR MONTGOMERY COUNTY, PROBATE JUDGE’S OFFICE (ELECTIONS) IN THE AMOUNT OF $1,027,491, SUBJECT TO REVIEW BY THE COUNTY ATTORNEY

Commissioner Harris made a motion to approve the purchase of voting equipment from ES&S for Montgomery County, Probate Judge’s Office (Elections) in the amount of $1,027,491, subject to review by the County Attorney. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda and Attachments, Agenda Pages 20-1 through 20-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SUBGRANT AGREEMENT REGARDING 2017 WEATHERIZATION ASSISTANCE PROGRAM (WAP), GRANT NUMBER DOE-028-17

Vice Chairman Walker made a motion to approve the Subgrant Agreement regarding the 2017 Weatherization Assistance Program (WAP), Grant Number DOE-028-17. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Letter, Agreement, Budget Sheet, Certification and State of Alabama Disclosure Statement, Agenda Pages 21-1 through 21-23, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Deputy Administrator Florence Cauthen said good morning and gave remarks in reference to the Montgomery County Youth Summer Program. She then asked each of the summer workers to stand, introduce themselves and tell which high school or college they are attending or will attend in the fall.

Revenue Commission Chief Clerk Allyson Holland informed everyone that the Revenue Commissioner's annual Tax Sale is on Wednesday, June 7, 2017, at 10:00 a.m., and everyone is welcome to come.

Montgomery County Grant Writer Regina Walker said good morning and informed the Commission that the Montgomery Sheriff's Office Annual Youth Rodeo will take place Saturday, June 17, 2017, Montgomery County ponds, Highway 231 South from 6:00 a.m. to12:00 noon.

Bishop Kyle Searcy of Fresh Anointing House of Worship said good morning and thanked the Commission for its support of the Youth City Project. Bishop Searcy explained the plans for Youth City have changed because the cost of renovation of the One Center site was too much; therefore, he would be returning the one hundred thousand dollars check the Commission donated to him to fund the project. He said the Youth City Project is still alive and kicking. Again, he thanked the Commission for all their support.

Director of Thinking Big Activities William Levi Gailliard greeted the Commission and said he wanted to tell everyone to go out and purchase his book "Simply Thinking Big Every Day In Every Way". Mr. Gailliard said that he is working on a proposal for the next County Commission meeting in hopes of having a solution to the violence problem that is going on within the City and County.

Dr. D'Linell Finley, Pastor of Southlawn Baptist Church, said good morning to the Commission and introduced the Executive Director of the Family Sunshine Center, Karen Sellers who will be retiring after 36 years with the center.

Executive Director Karen Sellers introduced the incoming Executive Director Tay Knight. Ms. Knight greeted the Commission and gave some background information about herself and said she looked forward to working with everyone.

County Engineer George Speake said good morning and introduced the new Assistant County Engineer, Kevin Boone.

Commissioner Singleton said good morning to everyone. He told the youth summer workers in the audience that they could well be in bed, but he commended them for working during their summer break. Commissioner Singleton said it can be a great experience and will look good on their resumes if they do a good job.

Commissioner Sankey said good morning and congratulated the summer youth workers. He also welcomed Bishop Searcy. Commissioner Sankey invited everyone to attend a Heath Wellness workshop on June 10, 2017, at the Cleveland Avenue YMCA from 10:00 a.m. until 2:00 p.m.

Vice Chairman Walker welcomed the summer youth workers and said she looked forward to meeting each of them. She thanked Bishop Searcy for the great work that he is doing with the youth of Montgomery and said she is looking forward to working with him.

Chairman Dean said he will miss Karen Sellers when she retires, but he looks forward to working with Tay Knight. He said he applauds Bishop Searcy for the great work he does. Chairman Dean said Bishop Searcy goes outside the church walls and does the work that needs to be done. Chairman Dean told the summer youth workers that they have a great opportunity to learn what goes on in Montgomery County government. He suggested they pay close attention, put down their cell phones, and ask questions and learn.

Commissioner Harris said he would just like to echo what has already been said, especially in reference to the summer youth workers. He said the summer youth program is great because it gives the youth something to do. Commissioner Harris said the program teaches them what it means to work, how to conduct themselves at the workplace, and to be responsible. He said when Karen Sellers first told him she was going to retire, he thought she was kidding. Commissioner Harris said he sat on the Board of Directors for the Montgomery County Sunshine Center. He told Ms. Sellers that he knew she always will have a passion for the Sunshine Center and that he hopes she will come and visit. He also said that Tay Knight has some big shoes to fill, but the Commission is with her 100%. Commissioner Harris welcomed new Assistant County Engineer Kevin Boone and said he looks forward to exploring the county together. He told Bishop Searcy that he was excited about the Youth City project, but is very disappointed that it will not work as planned. He said he admires the vision that the Bishop has because that is what it takes to move the community forward.

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 EXECUTIVE DIRECTOR EVETTE HESTER WITH THE MONTGOMERY HOUSING AUTHORITY

Executive Director Evette Hester with the Montgomery Housing Authority updated the Commission regarding completed and current redevelopment activities in public housing in Montgomery.

PRESENTATION BY AREA DIRECTOR KENYATTE HASSELL WITH MONTGOMERY YOUNG LIFE

Area Director Kenyatte Hassell with Montgomery Young Life briefed the Commission regarding the Younglife Camp and requested funding in the amount of $12,000. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $12,000.

PRESENTATION BY FOUNDER/PRESIDENT EARNESTINE WOODS WITH HAVE A HEART 4 CHILDREN, INC.

Founder/President Earnestine Woods with Have a Heart 4 Children, Inc., briefed the Commission regarding the program and requested funding in the amount of $10,000. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $5,000.

CHAIRMAN AND HEAD COACH HOUSTON MARKHAM WITH DIAMOND KINGS BASEBALL FOUNDATION

Chairman and Head Coach Houston Markham with Diamond Kings Baseball Foundation briefed the Commission regarding the team and requested funding in the amount of $2,000 to attend the National Baseball Champion East Cobb tournament. Chairman Dean and Commissioner Singleton requested a $1,000 miscellaneous appropriation from each of their accounts be placed on the next agenda for this event.

PRESENTATION BY DR. BISHOP LEIGHTON GORDON WITH TRUE HOLINESS TEMPLE, INC.

Dr. Bishop Leighton Gordon with True Holiness Temple, Inc. briefed the Commission regarding the program and requested funding in the amount of $50,000. No action was taken by the Commission.

DISCUSSION BY THE COMMISSION

The Commission agreed to place on the next agenda a Budget Change Request to the Rosa Parks Museum, Troy University, for the 2017 Juneteenth Celebration in the amount of $2,000.

The Commission discussed limiting the number of non-profit organizations and discussed when these organizations should visit.

The Commission discussed the Poarch Creek Intergovernmental Agreement.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from James Jones with Inner Faith Economic Development Association requesting funding in the amount of $12,000 for the Summer Enrichment Program for At Risk Youth**.** After discussion, Chairman Dean and Commissioner Singleton requested a $3,000 miscellaneous appropriation from each of their accounts be placed on the next agenda for this program.

Administrator Mims presented a letter from District Director of Athletics Brandon Dean with Montgomery Public Schools requesting Funding in the amount of $8,000 for the “MPS Kickoff Classic”. After discussion, Chairman Dean, Vice Chairman Walker, and Commissioners Harris, Sankey and Singleton requested a $1,600 miscellaneous appropriation from each of their education accounts be placed on the next agenda for this event.

ADJOURNMENT

Vice Chairman Walker made a motion to adjourn the meeting of the Montgomery County Commission on June 5, 2017, at 11:43 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

6-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 5-12-17

Check Number	To	Check Number
268802		268876
Total Checks Paid		$154,118.99

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

AGENDA

6-5-17 Meeting JUN -5 2017

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 5-12-17

Check Number	To	Check Number
268877		268940
Total Checks Paid		$387,172.85

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

AGENDA
JUN - 5 2017

6-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 5-19-17

Check Number	To	Check Number
268942		268999
Total Checks Paid		$416,054.23

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

AGENDA

JUN - 5 2017

6-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 5-19-17

Check Number	To	Check Number
269000		269091
Total Checks Paid		$308,520.26

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

Replaced Check #267000 with Check #268941

AGENDA

6-5-17 Meeting JUN -5 2017

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 5-26-17

Check Number	To	Check Number
269092		269145
Total Checks Paid		$425,890.36

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

6-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 5-26-17

Check Number	To	Check Number
269146		269192
Total Checks Paid		$151,643.22

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

AGENDA

JUN - 5 2017

6/5/17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED
5/26/17

Payroll Check Number	127930	To	Payroll Check Number	127999	$ 50,742.82
Direct Deposits					$ 850,113.58
Payroll Check Number	128000	To	Payroll Check Number	128022	$ 253,499.88
Direct Deposits					$ 398,743.31
Federal Deposits					$ 327,446.66
Total Payroll Paid					$ 1,880,546.25

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID

ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA
JUN - 5 2017

May 31, 2017

MEMORANDUM

TO	:	Mr. Elton N. Dean, Sr., Chairman Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham D.C Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant 6PER Grant - $86,319.11

Please find attached a Homeland Security Cooperative Agreement for the above referenced grant. This is a standard Homeland Security Grant which requires no monetary match money. Please place on the agenda and sign where indicated, once approved, and return to Christie, my Administrative Assistant, as soon as possible. If you have any questions, please do not hesitate to contact me at extension 1646.

DC/crv

encls.

1-1

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

WWW.MONTGOMERYSHERIFF.COM

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

<table>
<tr><td colspan="2">1. Sub-Grantee Name & Address:
MONTGOMERY COUNTY SHERIFF'S DEPARTMENT
115 S. PERRY ST
MONTGOMERY, AL 36104-4243</td><td colspan="2">2. Issuing Office & Address:
Alabama Law Enforcement Agency
P.O. Box 304115
Montgomery, AL 36130-4115</td></tr>
<tr><td>3. FY
2016</td><td>4. Amount of:
Federal: $86,319.11
Total: $86,319.11</td><td>5. Effective Dates
Begin: 5/26/2017
End: 5/30/2018</td><td>6. Award Number:
6PER</td></tr>
</table>

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2016 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

2. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. Audit Requirements: The Sub-Grantee and Equipment Recipient or Sub-Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient shall not use Federal Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Sub-Grantee may resume charging for the grant position.

5. Project Implementation: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

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8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or Sub-Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient or Sub-Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
(4) Adequate maintenance procedures must be developed to keep the property in good condition.
(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations*. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

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16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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STATE HOMELAND SECURITY GRANT PROGRAM
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27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY16 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or Sub-Recipient agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote sub-State regional coordination of mutual aid with neighboring localities.
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
- Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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STATE HOMELAND SECURITY GRANT PROGRAM
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b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

34. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.

36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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37. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

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CERTIFICATION BY THE SUB-GRANTEE

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name: Derrick Cunningham

Title: Sheriff

Agency Address: 115 S. PERRY ST MONTGOMERY, AL 36104-4243

Phone Number:334-832-1646

Fax Number:

Mobile Number:

E-Mail Address:derrickcunningham@mc-ala.org

Signature: Date: 5/30/2017

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name: Elton N. Dean, SR

Title: Chairman

Agency Address: 100 S Lawrence Street Montgomery, Alabama 36104

Phone Number:334-832-1210

Signature: Date:

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name: Derrick Cunningham

Title, Agency, Agency Address, Phone Number: Sheriff, Montgomery County Sheriff Office; 115 S. PERRY ST MONTGOMERY, AL 36104-4243

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Date:

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CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING
As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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CFDA#: 97.067.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES **RECEIVING $50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation and employee assistance programs, and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO SUB-GRANTEES RECEIVING $50,000 OR MORE.**
As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here DC
1-12

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending	

2. Audit will be submitted to ALEA Accounting Office by:	
	(Date)

NOTE: The audit or written certification must be submitted to ALEA, ***no later than the ninth month after the end of the audit period.***

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

Initial Here D.C
1-13

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

AGENDA
JUN - 5 2017

May 8, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer 5/8/2017

SUBJECT: Precipitation Monitoring Service Agreement

Please place on the agenda of the nearest possible meeting of the Montgomery County Commission approval of attached precipitation monitoring contract with Walter Schoel Engineering Company, Inc. Funds are available in our current budget to cover the costs of this service.

This agreement would allow us to obtain rainfall data at our two gravel pit sites via digital means instead of having employees manually read two separate rainfall gauges and record the data on a daily basis. This data is needed to satisfy reporting requirements required under the NPDES permits issued by ADEM for our two gravel pits.

In the past we had been obtaining this data from "RainWave Precipitation Monitoring Systems," but this company is no longer in business. It has been very difficult to find another company to provide these professional services. We were advised that Walter Schoel Engineering Company, Inc. currently provides this service for ALDOT pertaining to their NPDES construction permits issued by ADEM, so we contacted them.

If approved please have attached lease agreement executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1310

2-1

AGREEMENT FOR CONSULTING SERVICES

BETWEEN

THE MONTGOMERY COUNTY COMMISSION

AND

WALTER SCHOEL ENGINEERING COMPANY, INC.

FOR

VGAUGE PRECIPITATION MONITORING SERVICES

Montgomery County, Alabama

May 8, 2017

This **AGREEMENT**, entered into by and between the **Montgomery County Commission**, hereinafter referred to as the **Client**, and **Walter Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for VGauge precipitation monitoring services for two project sites located in Montgomery County, Alabama.

SCOPE OF WORK

VGAUGE PRECIPITATION MONITORING SERVICES

The Consultant will provide precipitation monitoring services for two project sites located at 181 Jackson Road in Shorter, Alabama and W. Janet Warner Road in Montgomery, Alabama. The precipitation monitoring utilizes 5 minute incremental rainfall values calculated from radar imagery and adjusted based on existing physical rain gauges in the vicinity. Daily precipitation logs will be provided in a monthly summary report delivered by email at the beginning of the following month. In addition, email and/or text notifications will be sent for precipitation events exceeding 0.75 inches within a 24-hour period and following each precipitation event. The detailed scope is as follows:

- Setup the virtual gauge (VGauge) site within the software
- Calculate rainfall from radar imagery (gauge adjusted radar-rainfall)
- Provide monthly precipitation summary reports with daily rainfall totals
- Send notifications following each rainfall event with the rainfall total via email
- Email and/or text alerts for precipitation events exceeding 0.75 inches within a 24-hour period

Service Setup Fee:	**$ 250.00 per site (one-time fee)**
Maintenance and Reporting:	**$ 35.00 per site (recurring monthly fee)**

If requested, the Consultant can perform an investigation into a specific rainfall event to determine the event frequency or the detailed hydrologic analysis of the event. These tasks will be performed as needed and requested. These tasks will be considered additional services and be billed hourly based upon the attached schedule of unit rates.

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2017

Senior Principal		$ 250.00 per hour
Principal		$ 175.00 per hour
Chief Land Surveyor		$ 175.00 per hour
Senior Project Manager		$ 140.00 per hour
Project Manager 2		$ 130.00 per hour
Project Manager 1		$ 120.00 per hour
Senior Professional		$ 120.00 per hour
Project Professional		$ 110.00 per hour
Staff Professional		$ 95.00 per hour
Senior Designer / Survey Draftsman / Specialist		$ 95.00 per hour
Designer / Survey Draftsman / Specialist 2		$ 85.00 per hour
Designer / Survey Draftsman / Specialist 1		$ 75.00 per hour
Field Survey Party		$ 165.00 per hour
Laser Scanning Field Crew		$ 200.00 per hour
Laser Scanning Specialist		$ 125.00 per hour
Admin Support/Intern		$ 60.00 per hour
Courier		$ 25.00 per delivery
Transportation		$ 0.50 per mile
Materials	(Stakes and Hubs)	$ 0.35 each
	(Flagging)	$ 2.50 per roll
	(Iron Pins and Caps)	$ 5.00 each
	(Spray Paint)	$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or $50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.

3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.

4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.

5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.

6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.

8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.

9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.

10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.

11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.

13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

PROPOSAL ACCEPTANCE

SUBMITTED:	**ACCEPTED:**
Consultant: Walter Schoel Engineering Company, Inc.	**Client: Montgomery County Commission**
Signature: William R. Thomas	**Signature:**
Name: William R. Thomas	**Name:** Elton N. Dean, Sr.
Title: Senior Environmental Project Manager	**Title:** Chairman
Date: May 8, 2017	**Date:**

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: Montgomery County Commission Engineering Department

Client or Client's authorized representative: George C. Speake, County Engineer

Street Address: 100 S. Lawrence Street (P.O. Box 1667)

City, State, Zip: Montgomery, AL 36102-1667

Phone Number: (334) 832-2551 **Fax Number:** (334) 832-7190

Email Address: georgespeake@mc-ala.org

Client's Project Number: **Client's Purchase Order Number:**

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

AGENDA
JUN -5 2017

May 2, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer 5/2/2017

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increases about 4%.

This price increase per cubic yard is in line with previous yearly price increases we have agreed upon in the past. There is no increase in the $2,000 lump sum payment to cover an increase in property taxes for this property and also as payment for our use of a portion of this property as a staging area for storage of road maintenance materials and to temporarily stockpile trees and debris from storm damages.

If approved please have attached lease agreement executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1310

3-1

Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

April 26, 2016

Mr. George C. Speake
County Engineer
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

Re: New Lease

Dear George:

Per our telephone conversation, I am enclosing a Lease for the contract period of June 1, 2017 until May 31, 2018.

Please send me a copy of the executed Lease after the Commission meets.

Thanks for your assistance in this matter.

Sincerely,

Polly

Polly G. Williamson
Manager for Williamson Properties, Ltd.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ____________, 2017 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar ($1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2017 to May 31, 2018@ $1.25

In addition, LESSEE agrees to pay LESSOR the sum of $2,000.00 prior to November 30, 2017 for its use of the above described land for purposes other than the removal of clay gravel and sand, and due to the additional real property taxes assessed against the LESSOR as a resulted of LESSEE's operations on the leased land.

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2018.

This Agreement shall expire on May 31, 2018; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2018 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2017, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by

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reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination. LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement within sixty (60) days of the notice of termination by either party.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Williamson Properties, Ltd.
By: Polly G. Williamson

JOSH F. DAVENPORT
My Commission Expires
NOTARY PUBLIC
November 18, 2020
ALABAMA STATE AT LARGE

WITNESS:

NOTARY PUBLIC:

DATE: 4-29-17
COMMISSION EXPIRES: 11/18/2020

LESSEE:

Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE:
COMMISSION EXPIRES:

3-6

Engineering Department

George C. Speake, PE, PLS
County Engineer
James M. Kelley, PE
Assistant County Engineer
334.832.1310
Fax: 334.832.7190
www.mc-ala.org

AGENDA
JUN - 5 2017

May 2, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer George C. Speake 5/2/2017

SUBJECT: Alabama Power Company Easement for Upgrading Electrical Service to the Montgomery Industrial Park

Please place on the agenda of the nearest possible regular meeting of the Montgomery County Commission approval of granting the Alabama Power Company an easement needed for upgrading the electrical service to the Montgomery Industrial Park. This electrical service upgrade is necessary to handle the anticipated increase in electrical loads associated with the new Gerhardi Plant.

If approved please have attached easement document executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

- A County Older Than the State -
P.O. Box 1667 Montgomery, Alabama 36102-1667 Phone: 334.832.1310

4-1

Source of Title:

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF MONTGOMERY

This instrument prepared by: Al Wyckoff

Alabama Power Company
Attn: Corporate Real Estate
600 North 18th St
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Montgomery County Commission_ (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar ($1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.
Said easements are are shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in RLPY 2161 page 485, in the Office of the Judge of Probate of the above named County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by ______________________, its authorized representative, as of the ________ of ____________________, ________.

ATTEST (if required) or WITNESS:

By: ______________________________

Its: ______________________________

Montgomery County Commission
(Grantor)

By: ______________________________(SEAL)

Its: ______________________________
[Indicate President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: No   Location to Location: ______________________________

SE ¼ of the SE ¼ of Section _12_, Township _16N_, Range 19E
W.E. No. ____________   Transformer No. ____________   APC Document # 4-2

REV 3/15/16

Exhibit "A"

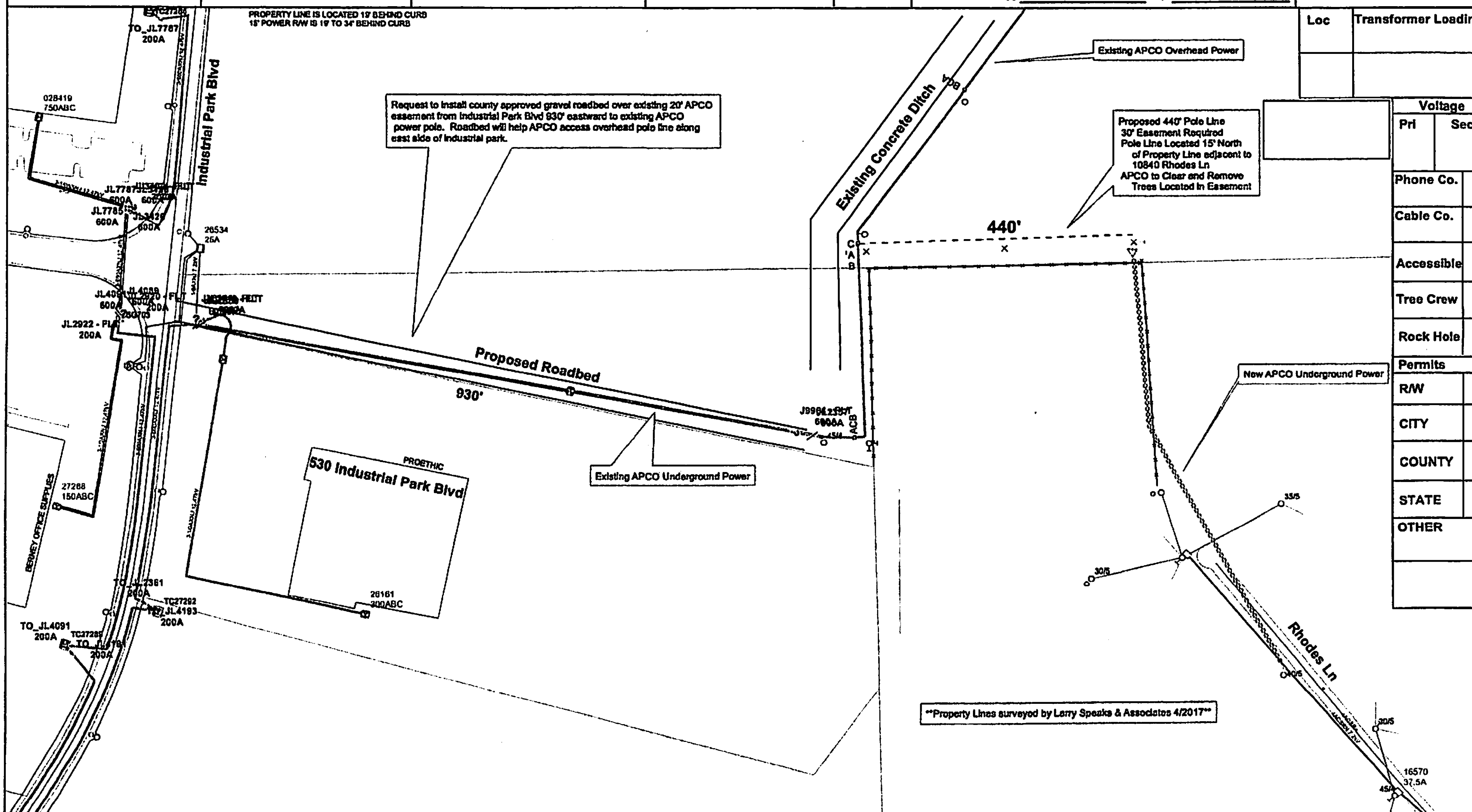
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1915497 11753206

Map Center LatLon: 32.37529 -86.108701

1 inch = 128 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
Montgomery County	530 Industrial Park Blvd		Montgomery	13	16N	19E		
Division	District	Town	UserID bsandlin	Created: 5/1/2017	Substation X-____ Y-____			MISSALL#

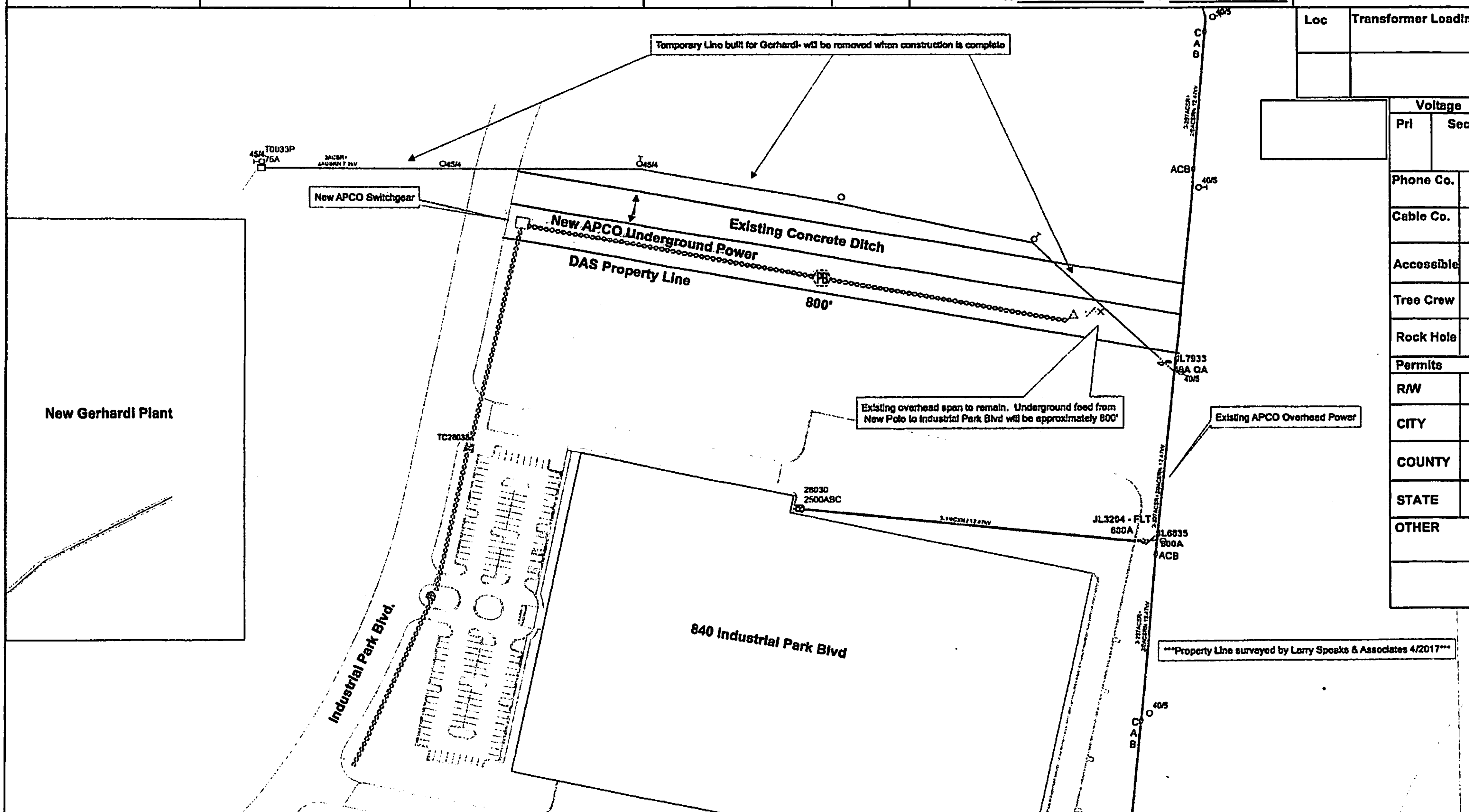


4-3

Exhibit "B"

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E. Map Center UTM: 1915879 11755265 Map Center LatLon: 32.380945 -86.107407 1 inch = 128 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
Montgomery County	840 Industrial Park Blvd		Montgomery	12	16N	19E		
Division	**District**	**Town**	**UserID**	**Created:**	**Substation**			**MISSALL#**
			bsandlin	5/1/2017	X-______ Y-______			



4-4

ALABAMA NATIONAL FAIR
Kiwanis Club of Montgomery
P.O. Box 3304 • Montgomery, AL 36109-0304
(334) 272-6831 • FAX (334) 272-6835
anf@alnationalfair.org • www.alnationalfair.org
OCTOBER 27 - NOVEMBER 5, 2017

AGENDA
JUN - 5 2017

April 24, 2017

Montgomery County Commission
Didi Henry
P.O. Box 1667
Montgomery AL 36102

The 2017 Alabama National Fair will be held October 27th – November 5th. In a previous email you indicated that Montgomery County Commission wished to have booth/vendor space in the Garrett Coliseum during the 2017 Fair. Enclosed you will find the 2017 Commercial Exhibit Agreement for your booth/vendor space. Please read carefully (due to new rules that apply) and sign where appropriate and return with your deposit by June 15th. Once received, you have secured your booth location. Your balance will be due by September 15th. Finally your General Liability Insurance Certificate (if not purchasing through the Fair) is due by October 1st. Currently we are in major planning mode and we look forward to a great Fair. If you have any questions please contact us at 334-272-6831 or email to anf@alnationalfair.org

Thank you,

Randy Stephenson

Alabama National Fair

5-1

COMMERCIAL EXHIBIT AGREEMENT
ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC.
OCTOBER 27 – NOVEMBER 5, 2017
P.O. BOX 3304, MONTGOMERY, AL 36109-0304
PHONE (334) 272-6831 FAX (334) 272-6835
Contract due by June 15, 2017

Name of Exhibitor: Montgomery County Commission
Contact: Didi Henry
Mailing Address: P.O. Box 1667 Montgomery, AL 36102
Exhibit will be used for: Promote the Montgomery County Commission

Whereas, the Alabama National Fair & Agricultural Exposition, Inc., hereinafter, the Fair, a corporation duly organized under the laws of the State of Alabama, expects to install and operate a fair in the City of Montgomery, Alabama for ten (10) days beginning October 27, 2017, and continuing through November 5, 2017; and Whereas, **Montgomery County Commission**, hereinafter referred to as Exhibitor, desires to lease from Fair, commercial exhibit space for use during the period of the Fair. Now, therefore, the Fair does hereby lease space to Exhibitor, to erect, install and exhibit at the Alabama Agricultural Center & Garrett Coliseum in Montgomery, Alabama, at such location assigned to Exhibitor by the Fair Management. This lease is granted upon the following terms and conditions:

TERMS: EXHIBIT WILL BE ERECTED IN COMMERCIAL EXHIBIT SPACE # 8 & 9. THE EXHIBITOR AGREES TO PAY FOR ITS ASSIGNED EXHIBIT SPACE THE TOTAL AMOUNT OF $600.00. A DEPOSIT OF 50% OF BOOTH SPACE TOTAL COST IN THE AMOUNT OF $300.00 IS DUE WITH THE SIGNED AGREEMENT. A SIGNED AGREEMENT AND DEPOSIT MUST BE RECEIVED BY JUNE 15, 2017 IN ORDER TO RESERVE THE CONTRACTED EXHIBIT SPACE; OTHERWISE THE EXHIBIT SPACE WILL BE MADE AVAILABLE FOR LEASE TO OTHER EXHIBITORS. EXHIBITOR AGREES TO PAY THE BALANCE DUE IN THE AMOUNT OF $300.00 NO LATER THAN SEPTEMBER 15, 2017. REMAINING PAYMENTS NOT RECOVERED BY SEPTEMBER 30, 2017 WILL RESULT IN FORFEITURE OF ANY PREVIOUS PAYMENTS RECEIVED BY THE FAIR FROM EXHIBITOR AND THE PREVIOUSLY ASSIGNED EXHIBIT SPACE WILL BE OFFERED FOR LEASE TO OTHER EXHIBITORS.

Exhibitor must provide a Certificate of Insurance with a combined single limit of $1,000,000 in comprehensive general liability insurance (including products and completed operations, and vehicle liability) against claims for bodily injury, personal injury, death, and property damage. The Certificate of Insurance must name as additional insured, the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett Coliseum Redevelopment Corporation, its officers, directors, and employees. The Certificate of Insurance **MUST BE PROVIDED TO THE FAIR OFFICE BY OCTOBER 1, 2017**. Exhibitor must also supply a current certificate showing that the Exhibitor has in force Worker's Compensation Insurance in a form and amount consistent with applicable laws of the State of Alabama.

In the event the Exhibitor is unable to obtain liability insurance, liability insurance coverage in the amount required can be purchased through the Fair Office for $88.00. This coverage is provided through Colonial Insurance Company. Please check the box below if this coverage is needed.

☐ **Yes, I intend to purchase liability insurance coverage and have enclosed an additional $88.00 for payment of this coverage.**

In addition to the above, Exhibitor agrees to comply with the following additional conditions:

(1) The Fair will provide one 110 electrical outlet. Any additional electrical requirements must be ordered in advance and paid by Exhibitor.
(2) The Fair Management will issue to Exhibitor, at no charge, the following tickets:

2 season passes and 22 one time admission tickets

5-2

The Fair Management will also issue to the Exhibitor, 2 floor passes per concert so that **no more than 2 individuals** may remain in its booth on the Coliseum floor. The dates of the concerts planned as of the issue of this agreement are October 28th and October 29th. Additional concerts may be added to the Fair's schedule at a later date. **The Coliseum floor will be closed one hour prior to each concert and will reopen immediately at the conclusion of each concert.** All non-emergency lighting in the Coliseum Arena will be turned off during the concerts including any lighting in booth spaces. No one will be allowed on the Coliseum floor without a pass one hour before the concert or during the concert. Passes will be distributed the day of the concert.

3) EXHIBITOR MUST PURCHASE ANY ADDITIONAL ADMISSION TICKETS TO BE USED FOR MANNING ITS EXHIBIT, OR FOR ENTERING THE FAIR AT ANY TIME DURING FAIR HOURS. ALL EXHIBITORS ARE REQUIRED TO HAVE AN ADMISSION TICKET OR PASS TO GAIN ADMISSION TO THE FAIRGROUNDS; OTHERWISE THE EXHIBITOR WILL HAVE TO PURCHASE A TICKET AT THE GATE. THERE WILL BE NO EXCEPTIONS.

(4) Displays, structures, or other items in exhibit shall not exceed eight (8) feet in height in the back and must not be enclosed on the sides so as not to obscure adjoining booths. This is in the best interest for all exhibitors. Exhibitor will not be permitted to attach items to booth draperies.

(5) All display items, including signs, must be placed within the assigned space and in compliance with Fire Department and all safety regulations.

(6) All activities of any Exhibitor must be confined to the space purchased.

(7) The Fair Management has the right to remove any display or items for sale that the Fair Management deems lewd, crude, or socially unacceptable.

(8) Any giveaway item, including novelties and literature and all other items of any kind which the Exhibitor plans to distribute, should be submitted to the Fair Office at least thirty (30) days in advance of the opening day of the Fair for approval by the Fair Management. No item of any type may be distributed by an Exhibitor without permission from the Fair Management.

(9) Exhibitor will not be permitted to distribute bumper stickers or any other item with adhesive front or back without permission from the Fair Management.

(10) Exhibit space may not be used for any politician, political party or organization, or for any on-the-spot solicitation of funds for any individual, cause or organization.

(11) Entertainment performances will be held on the Coliseum stage daily. During these or other stage events, all distracting lights must be turned off and any interfering noises must be discontinued. **NOTE: DURING MAIN STAGE CONCERT DAYS, THERE WILL BE TIMES WHERE ARTIST WILL HAVE SOUND CHECK DURING THE DAY AND VENDOR SECTION WILL BE LOUD.**

(12) Exhibits must be in place and ready by 5 p.m. Thursday, October 26th. For the health, welfare, and safety of all Exhibitors and Fair patrons, and in cooperation with law enforcement directives, exhibits may only be removed starting at 8:00 p.m. on Sunday, November 5th. Exhibits may also be removed on Monday, November 6th between 8 a.m. and 5 p.m. **NOTE: REMOVAL OF BOOTH SPACE PRIOR TO FAIR CLOSING ON THE LAST DAY, SUNDAY, NOVEMBER 5, 2017, WILL FORFEIT RENTAL FEES AND MAY BE CHARGED EARLY DEPARTURE FEE.**

(13) The Fair shall have the right to use or lease the above assigned space if the Exhibitor does not occupy it by 5 p.m. Thursday, October 26th, and the Exhibitor shall forfeit all monies previously paid to the Fair to reserve the exhibit space.

(14) Over the counter sales will only be permitted by the Fair Management if explicitly provided for in this agreement, and on the conditions established by the Fair Management.

(15) No subletting of exhibit space by any Exhibitor and only one business or organization per 10'X10' space will be permitted.

(16) Exhibitor agrees to display, exhibit, advertise or promote only such products or services as specified in this agreement, and only in the space assigned to it, unless otherwise noted in this agreement, or as permitted by the Fair Management.

(17) Exhibitor agrees to pay all State, County and City license, fees, and taxes required.

(18) No loud noise will be permitted in any exhibit space, including music being played above an accepted volume level unless approved by the Fair Management. This requirement is for the benefit of every Exhibitor. Violation of this requirement will be cause for the removal of any Exhibit without a refund of any portion of the rental fee. Exhibitor will not be permitted to use speakers or microphones unless approved by the Fair Management. 5-3

(19) The Fair will have security personnel in the exhibit areas and will make every effort to protect Exhibitor's property in these areas; however, **THE FAIR SHALL HAVE NO LIABILITY FOR THEFT OF, OR DAMAGE TO EXHIBITOR'S PROPERTY. NOTE:**

TUESDAY, OCTOBER 31st AND WEDNESDAY, NOVEMBER 1st ARE TWO UNADVERTISED DAYS THAT PATRONS WILL BE ON THE FAIRGROUNDS STARTING AT 9 AM. ANY ITEMS IN UNMANNED BOOTHS WILL NEED TO BE SECURED FOR THIS REASON.

(20) Exhibitors desiring to have a registration for any type of giveaway or contest must obtain prior permission from the Fair Management. Exhibitor must explain all operational details of the giveaway or contest and how the information obtained from contestants will be used. No list of names taken at the Fair may be sold or given away. Giveaways or prizes may be a name brand item but may not advertise for any other business or representative. Minimum age for drawings is 19 years of age.

(21) Changes in this agreement must be in writing and approved by the Fair Management. The Fair is under no obligation to approve requested changes.

(22) The Exhibitor shall not at any time install or operate, or carry on, directly or indirectly, either by Exhibitor or through Exhibitor's agents or employees, anything which is in violation of federal, state, or local law.

(23) If at any time in the opinion of the Fair Management, exhibit is found to be detrimental to the interests of the Fair, the Exhibitor shall, upon demand, immediately remove its exhibit from the fairgrounds at Exhibitor's expense.

(24) If a violation of the terms of this contract occurs, the Fair Manager shall have the right to VOID THIS AGREEMENT, AND CLOSE THE EXHIBIT without recourse.

(25) To the extent permitted by law, the Exhibitor agrees to hold harmless, to indemnify and to defend the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett Coliseum Redevelopment Corporation, its officers, directors, and employees against any claims, demands, lawsuits and expenses (including reasonable attorney's fees) of any nature whatsoever made against them arising out of preparation, setting up, installation, operation, taking down, or removal of Exhibit by Exhibitor, or for any actions by Exhibitor's employees, agents and subcontractors.

(26) For any and all damages or injuries to, or suffered by Exhibitor or its employees or agents, Exhibitor's, its employees or its agents sole redress shall be against the person or persons causing the damage or injury. Exhibitor understands and agrees that the Fair makes no guarantees or warranties of any kind except those expressly contained in this agreement.

(27) The Alabama National Fair & Agricultural Exposition through its Management reserves the right to refuse the use of or restrict the use of any part of the grounds of the Alabama Agricultural Center or Garrett Coliseum, during the Fair for any use other than that expressly provided in this agreement.

This agreement is made and to be performed in Montgomery, Alabama. For any and all disputes arising under the terms of this agreement, Exhibitor consents to the exercise of personal jurisdiction over it by the State Courts in Montgomery, Alabama. This agreement is the entire agreement between the Fair and Exhibitor, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by the Fair Management.

SEE ATTACHED DISPUTE RESOLUTION

In Witness Whereof, this contract is executed on June 5, 2017

Montgomery County Commission

By: ______________________

Name: ______________________

Please Print Name

Phone:

Email:

Alabama National Fair

By: Randy Stephenson

Randy Stephenson – General Manager

FOR FAIR OFFICE USE ONLY

DATE CONTRACT MAILED: ____________

DEPOSIT RECEIVED: ____________

DATE CONTRACT RECEIVED: ____________

INSURANCE RECEIVED: ____________

FINAL PAYMENT RECEIVED: ____________

5-4

DISPUTE RESOLUTION

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

5-5

ALABAMA NATIONAL FAIR
Kiwanis Club of Montgomery

INVOICE

Date: April 26, 2017

TO: Montgomery County Commission
Didi Henry
P.O. Box 1667
Montgomery, AL. 36102

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Diane					2 Payments	**June 15, 2017**

Qty	Item #	Description	Unit Price	Discount	Line Total
2	8 & 9	Commercial Booth Space	Payment #1		$300.00
		Total of $600.00			
		1 Booth w/sponsorship			
		1 Booth paid – Due in 2 payments			
		1 – June & 1 September			
				Subtotal	$300.00
				Sales Tax	0.00
				Total	$300.00

Make all checks payable to Alabama National Fair

Thank you for your business!

Alabama National Fair P.O. Box 3304, Montgomery, AL 36109
Phone (334) 272 - 6831 Fax (334) 272 - 6835
anf@alnationalfair.org

5-6

ALABAMA NATIONAL FAIR
Kiwanis Club of Montgomery

INVOICE

Date: August 15, 2017

TO: Montgomery County Commission
Didi Henry
P.O. Box 1667
Montgomery, AL. 36102

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Diane					2 Payments	**Sept. 15, 2017**

Qty	Item #	Description	Unit Price	Discount	Line Total
2	8 & 9	Commercial Booth Space	Payment #2		$300.00
		Total of $600.00			
		1 Booth w/sponsorship			
		1 Booth paid – Due in 2 payments			
		1 – June & 1 September			
				Subtotal	$300.00
				Sales Tax	0.00
				Total	$300.00

Make all checks payable to Alabama National Fair

Thank you for your business!

Alabama National Fair P.O. Box 3304, Montgomery, AL 36109
Phone (334) 272 - 6831 Fax (334) 272 - 6835
anf@alnationalfair.org

5-7

AGENDA

JUN - 5 2017

May 22, 2017

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Proposed HRA Discount for Employee Contribution effective October 1, 2017

On May 15, 2017, I met with the Commission to recommend an employee contribution discount to the healthcare plans effective October 1, 2017. The amount of the discount is proposed to be $20 per month for participating employees. To receive the discount, the employee must complete a Health Risk Assessment (HRA) and have a follow-up appointment with the physician to discuss the test results. This program is just for employees, not for dependents or retirees. The intent of this program is for the employee to review their specific lab results with the physician and determine how to better manage their health.

The HRA and follow-up appointment needs to be completed from January 1, 2017 - August 31, 2017 in order for you to receive the premium discount beginning October 1, 2017. Employees have the option of completing this requirement at CareHere, at no cost, or utilizing their own physician (through the County Health Plan). If the employee does not use CareHere, to be eligible for the Wellness Program discount, the attached form needs to be given to the employee's physician when he/she goes for your HRA (see attached HRA biometric screening form). After the follow-up appointment, the physician must complete the form and fax it, along with a copy of the blood work, to CareHere Health and Wellness Center at 334-240-2188 before August 31, 2017.

I am requesting the County Commission's approval of the recommendations outlined above.

6-1

HRA Biometric Screening Form

CareHere!

Participant Instructions:

Please ask your Primary Care Provider to complete this form fully.

- **If you are completing a HRA follow-up appointment with a CareHere provider**, this completed form AND a copy of the blood work results can be returned before completing your HRA follow-up appointment.
- **If you are completing a HRA Follow-up appointment with a non-CareHere provider**, this form and a copy of blood work should not be submitted until HRA follow-up appointment has been completed.
- **In order to be eligible for the wellness program discount, please fax this completed form and copy of blood work to CareHere Health and Wellness Center at 334.240.2188 by August 31st, 2017.**

Accepted Biometrics:

- **Blood work results must include at least 21 of the 28 HRA labs (see listing below).**
- **All fields shown below with an asterisk (*) must be completed in order to be eligible for the incentive.**
- **All Biometric Measurements must be completed.**

Provider Instructions:

Your patient is participating in the County of Montgomery Wellness Program that includes a Health Risk Questionnaire, biometric measurements and a blood draw. We appreciate your cooperation with our employee and our program.

Please print clearly in **CAPITAL LETTERS** and fill out each blank space area using an **ink pen (*required)**

PATIENT INFORMATION

***Patient's Last Name:** ____________ ***Patient's First Name:** ____________ ***Gender:** ____

***Patient's Phone #:** ( ) - ____________ ***Patient's DOB:** / / ____ ***Date of HRA Follow-up:** / / ____

BIOMETRICS – ALL ARE REQUIRED*

***Height:** ______ feet ______ inches ***Weight:** ______ pounds

***Blood Pressure:** ______ / ______ ***Waist Circumference (at navel level):** ______ inches

***Patient cleared for exercise?** ☐ YES ☐ NO

***Blood Panel** - MUST INCLUDE **21** of 28 labs (below) and Total Cholesterol and Fasting Blood Sugar. A copy of blood work must be included with this form in order to be eligible for the incentive.

☐ ***Total Cholesterol**	☐ Chloride (Cl)	☐ Phosphorus, Serum	☐ Lactate Dehydrogenase Enzyme
☐ LDL Cholesterol	☐ Carbon Dioxide (CO2)	☐ Magnesium, Serum	☐ Albumin, Serum
☐ HDL Cholesterol	☐ Blood Urea Nitrogen (BUN)	☐ Aspartate Aminotransferase Enzyme	☐ Protein, Total, Serum
☐ T. Chol/HDL Ratio	☐ Creatinine (Creat)	☐ Alanine Aminotransferase Enzyme	☐ Globulin, Total
☐ Triglycerides	☐ BUN/Creatinine Ratio	☐ Gamma Glutamyl Transferase Enzyme	☐ Prostate Specific Antigen, Serum
☐ Sodium, Serum	☐ ***Glucose, Serum**	☐ Bilirubin, Total	☐ Iron, Serum
☐ Potassium, Serum	☐ Calcium (Ca)	☐ Alkaline Phosphatase, Serum	☐ Uric Acid, Serum

SIGNATURES

Provider's Name: (print) ____________ **Provider's Signature:** ____________

Office Phone: ____________ ____________

PATIENT SIGNATURE REQUIRED FOR PROGRAM PARTICIPATION
By signing, I authorize the disclosure of my health screening results to CareHere, LLC.
All information released to CareHere will be protected in accordance with any applicable law.

Patient's name: (print) **Patient's Signature:**

6-2

AGENDA

JUN - 5 2017

May 19, 2017

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Proposed Healthcare Contribution Changes effective October 1, 2017

On May 15, 2017, I met with the Commission to recommend contribution changes to our health plans. The proposed changes for the PPO plan and the HMP plan effective October 1, 2017 are as follows:

PPO Plan

Participant	Current Monthly Contributions	Monthly Contribution, effective 1/1/2016	Increase per Month
Individual Employee	$72	$84	$12
Family Employee	$268	$286	$18
Individual Retiree (under 65)	$72	$84	$12
Family Retiree (under 65)	$268	$286	$18
Individual Retiree (over 65)	$48	$48	$0
Family Retiree (over 65)	$104	$104	$0
Surviving Spouse (under 65)	$340	$350	$10
Surviving Spouse (over 65)	$220	$230	$10

HMP Plan

Participant	Current Monthly Contributions	Monthly Contribution, effective 1/1/2016	Increase per Month
Individual Employee	$48	$56	$8
Family Employee	$208	$222	$14
Individual Retiree (under 65)	$48	$56	$8
Family Retiree (under 65)	$208	$222	$14
Individual Retiree (over 65)	$48	$48	$0
Family Retiree (over 65)	$104	$104	$0
Surviving Spouse (under 65)	$340	$350	$10
Surviving Spouse (over 65)	$220	$230	$10

I am requesting the County Commission's approval of the recommendations outlined above.

7-1

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

AGENDA
JUN -5 2017

June 1, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Resolution to Approve Construction and Financing of the Montgomery County Department of Human Resources Project

The Montgomery County Commission, at its meeting on May 15, 2017, agreed to place on the next agenda a Resolution to Approve Construction and Financing of the Montgomery County Department of Human Resources (MCDHR) Project for Use by the Citizens of Montgomery and the MCDHR Staff.

I am requesting approval of this Resolution.

/tn

Attachment

8-1

- A County Older Than the State -
P.O. Box 1667 Montgomery, Alabama 36102-1667 Phone: 334.832.1210

I, the undersigned County Administrator of Montgomery County, Alabama, hereby certify that the attached pages numbered consecutively from 1 to 4, inclusive, constitute a true, correct, and complete copy of a resolution and order adopted by the Montgomery County Commission at a regular meeting of said County Commission held on ___________, 2017, as the same appears in the records of said County Commission, and that said resolution and order has not been rescinded, repealed, or amended in any respect and is still in full force and effect.

WITNESS my signature, as County Administrator of Montgomery County, Alabama, under its seal, this ___ day of ___________, 2017.

[S E A L]

____
County Administrator of
Montgomery County, Alabama

BE IT RESOLVED AND ORDERED by the Montgomery County Commission as follows:

Section 1. Findings. The Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County, Alabama (the "County"), has found and ascertained and does hereby declare as follows:

(a) the Alabama Department of Human Resources would like to enter into an agreement with the Montgomery County Commission to construct a new building for the Montgomery County Department of Human Resources (the "MCDHR"); and

(b) a recent evaluation of the current building occupied by the MCDHR revealed serious problems with the entire exterior structure and roof of the building; the need to replace the HVAC system and the electrical and lighting systems; and the need for extensive renovations and repairs of the interior if MCDHR were to continuing occupying the building; and

(c) it has been determined that it is not cost effective to renovate the current building; and

(d) MCDHR would like to partner with the County Commission to construct a new building on a portion of the existing property currently used for staff parking, with construction of the new facility to be financed by a local bond issue, the total amount of which shall include all costs related to the construction of the building, including architectural fees, financing fees, legal fees, etc. (the "DHR Project"); and

(e) the new building will be leased to MCDHR by the County or such other entity on the County's behalf (the "Lease Agreement"), on a long-term lease with lease payments in an amount sufficient to repay the bonds and with two five-year options to renew the lease after the debt is retired at a yearly rental rate of $1.00 per square foot; and

(f) the Commission will select legal and financial professionals retained to work on the DHR Project, MCDHR will partner with the Commission to select the architect subject to the final approval of the MCDHR, and the DHR Project will be bid in compliance with all bid laws for the State of Alabama; and

(g) MCDHR will approve all architectural plans for the building and any change orders needed during construction and will also approve all payments made from the funds borrowed through the bonds; and

(h) the Commission reasonably expects to cause a public building authority or such other public entity acting on the Commission's behalf to issue warrants or bonds, in an amount not in excess of $32,000,000 (the "Warrants") to provide funds for the above referenced purposes and hereby declares its official intent to reimburse prior expenditures relating to the above-referenced purposes with proceeds from the issuance of the Warrants pursuant to Treasury Regulation Section 1.150-2; and

(i) the Commission hereby acknowledges that the Warrants shall be limited obligation revenue warrants or bonds of the issuer, the payment of principal and interest on which will not constitute a general obligation of the County, and will be paid solely by MCDHR pursuant to the Lease Agreement.

Section 2. **Official Intent Declaration**. This declaration is made solely for the purpose of establishing compliance with the requirements of Treasury Regulation Section 1.150-2 and does not bind the Commission to make any expenditure, incur any indebtedness, or proceed with the DHR Project.

Section 3. **Reimbursement of Prior Expenditures**. The Commission hereby acknowledges that certain costs related to the DHR Project are expected to be paid by the County prior to the issuance of the warrants (including costs heretofore incurred within sixty (60) days prior to the adoption of this resolution). To the extent that any such expenditures are or have been incurred and paid prior to the issuance of the Warrants, the Commission hereby states that it reasonably expects to cause the application of a portion of the proceeds of the Warrants to reimburse the Commission for the moneys expended for the initial payment of such expenditures for the DHR Project.

Section 4. **Approval of Project**. Commission hereby approves the construction and financing of the DHR Project for use by the citizens of Montgomery County and the MCDHR staff as described above.

Section 5. **Approval of Warrant Parameters**. The Commission hereby authorizes and approves the preparation of documents for the sale and issuance of the Warrants within the following parameters (the "Parameters"):

(a) The Warrants shall be issued as fixed rate warrants to be secured by such pledges of revenue that are deemed appropriate or necessary, may be issued in one or more series, on a taxable or tax-exempt basis in compliance with applicable provisions of the *Code of Alabama* (1975), as amended, and to the extent applicable the *Internal Revenue Code* of 1986, as amended;

(b) The Warrants shall be limited obligation warrants or bonds secured solely from the revenues of the Lease Agreement, and

(c) The aggregate principal amount of the Warrants shall not exceed $32,000,000.

Section 6. **Authorized Signatory to Sign and Execute Necessary Documents**. The Commission hereby approves and authorizes the Chairman of the Commission, and such other officers of the Commission as necessary, to sign, execute and deliver (i) the warrant purchase agreement, as necessary, providing for the issuance and sale of the Warrants upon terms agreed between the parties within the Parameters set forth herein, (ii) the Lease Agreement with MCDHR providing for the payment of the debt service on the Warrants with such terms as are consistent with this resolution, and (iii) such other documents as necessary to provide for the sale of the Warrants pursuant to the Parameters set forth above.

Section 7. **Effective Date**. This resolution shall be effective immediately.

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Commissioner _____________ thereupon moved that said resolution be adopted, which motion was seconded by _____________, and, upon the said motion being put to vote, the following vote was recorded:

YEAS: **NAYS**:

The Chairman thereupon declared that said resolution had been duly adopted.

* * * *

____
Chairman of the
Montgomery County Commission

____
County Administrator of the
Montgomery County Commission

KAY IVEY
Governor

State of Alabama
Department of Human Resources
S. Gordon Persons Building
50 Ripley Street
P.O. Box 304000
Montgomery, Alabama 36130
334.242.1310
www.dhr.alabama.gov

NANCY T. BUCKNER
Commissioner

April 26, 2017

Commissioner Elton N. Dean, Sr.
Chairman, Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Re: Letter of Intent from the Alabama Department of Human Resources for the Construction of a New Building for the Montgomery County DHR Offices

Dear Chairman Dean:

The Alabama Department of Human Resources would like to enter into an agreement with the Montgomery County Commission to construct a new building for the Montgomery County Department of Human Resources (MCDHR).

A recent evaluation of the current building occupied by the MCDHR revealed serious problems with the entire exterior structure and roof of the building. The 23 year old HVAC system and the electrical and lighting systems need to be replaced. The interior of the building would also need extensive renovations and repairs if DHR were to continuing occupying the building. Due to these many issues, it was determined that it would not be cost effective to renovate the current building.

DHR would like to work with the County Commission to construct a new building on a portion of the existing property that is currently used for staff parking. The construction of the new facility will be financed by a local bond issue and leased to DHR on a long-term lease. The lease payments will be in an amount sufficient to repay the bonds. After the bond debt is retired, DHR will have two five-year options to renew the lease on the building at a yearly rental rate of $1.00 per square foot. All other costs related to the construction of the facility such as architectural fees, financing fees, etc., will be added to the amount of the total bond issue.

DHR will approve the selection of the architect for the building, as well as the legal and financial professionals retained to work on the project. A contractor will be selected for the construction of the building through an invitation to bid. The Department has been working with the architectural firm of PH&J in the assessment of the current building, and in some preliminary space utilization discussions for a new building. We recommend that the County Commission retain PH&J to design the plans for the project. DHR will approve all architectural plans for the building and any change

8-6

orders needed during construction. DHR will also approve all payments made from the funds borrowed through the bonds.

We are excited about the opportunity to work with the County Commission to design and construct a new DHR building for use by the citizens of Montgomery County and the MCDHR staff. If you have any questions about the project, please contact Joel Marsh, DHR Deputy Commissioner for Administrative Services, at 334-242-1160 or by email at Joel.Marsh@DHR.Alabama.gov.

Sincerely,

Nancy T. Buckner

Nancy T. Buckner
Commissioner

NTB/jcm

Tammy Nix

From:	Clinton D. Graves <cgraves@gilpingivhan.com>
Sent:	Thursday, May 11, 2017 3:07 PM
To:	Donald Mims
Cc:	Tammy Nix; Bonnie Hinson; Florence Cauthen
Subject:	DHR resolution
Attachments:	Resolution re DHR Project_redline v3 to v2 (01007633x9D9C7).docx; Resolution re DHR Project (01006504-3x9D9C7).doc

Donnie and Florence,

Pursuant to our conversation, attached is a revised resolution incorporating your comments with respect to MCDHR selecting the architect. I have also included a redline for your convenience. Please let me know if you have any additional questions or comments.

I will plan to attend the Commission meeting on Monday to answer any questions with respect to the resolution.

Thanks,

Clint

Clinton D. Graves
Gilpin Givhan, PC
Lakeview Center, Suite 300
2660 EastChase Lane
Montgomery, Alabama 36117
Telephone: (334) 244-1111
Direct Dial (334) 409-2232
Fax: (334) 244-1969
E-mail: cgraves@gilpingivhan.com
Web: www.gilpingivhan.com

GILPIN | GIVHAN
A PROFESSIONAL CORPORATION

From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Thursday, May 11, 2017 11:30 AM
To: Clinton D. Graves <cgraves@gilpingivhan.com>
Cc: Tammy Nix <TammyNix@mc-ala.org>; Robert E.L. Gilpin <rgilpin@gilpingivhan.com>; Bonnie Hinson

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AGENDA

JUN -5 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MRS

DATE: May 8, 2017

RE: Invitation to Bid No. 51901-16B-024
Montgomery County Parks Grounds Maintenance

Request the attached Amendment No. 1 to be considered for approval on a future agenda.

This will allow for the contract with Sharpcut Lawn Service to be extended for one (1) year, beginning August 1, 2017 and ending on July 31, 2018.

Sharpcut Lawn Service would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with James Williams, Superintendent of Parks & Recreation.

Attachment

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

Amendment
To
Contract # 51901-16B-024

Amendment No. 1

Contract with Sharp Cut Lawn Service for grounds maintenance at Montgomery County Parks, is hereby extended for one (1) year, beginning July 31, 2017 and ending August 1, 2018.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS: SHARP CUT LAWN SERVICE

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

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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

AGENDA
JUN - 5 2017

June 1, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

NC-2017-98: City of Montgomery, to be used by BONDS to Support the Halcyon South Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $1800; (Harris-$900, and Singleton- $900)

NC-2017-99: City of Montgomery, to be used by BONDS to Support the Bellwood East Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $1200; (Harris)

NC-2017-100: Alabama State University, for College of Arts and Social Sciences, Department of Social Work, Department Head Discretionary Funds - $1,500; (Sankey)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

**BOE-2017-15: Rescind Appropriation to BOE, Highland Elementary School, for Students to Attend 4H Camp, - $2,100; (Sankey)

BOE-2017-22: BOE, Jefferson Davis High School, for Principal's Discretionary Fund- $1100; (Harris)

DLM/sw

AGENDA

JUN - 5 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 47

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 5/15/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 5/15/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery County Extension Service	001-58200.498	0	800	800
Donation Revenue	001-40000.47701	(396,764)	(800)	(397,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		($ 396,764)	$ 0	($ 396,764)

JUSTIFICATION: To budget for appropriations to the Montgomery County Extension Service 4-H Air Rifle Program Team.

11-1

AGENDA

JUN -5 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 48

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 5/15/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 5/15/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo [ ] Agenda [✓]

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Business Comm. of Arts	001-57600.450	0	15,000	15,000
Donation Revenue	001-40000.47701	(397,564)	(15,000)	(412,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		($ 397,564)	$ 0	($ 397,564)

JUSTIFICATION: To budget for appropriations to the Montgomery Area Business Committee of Arts WWI Centennial Rainbow Soldier Statue Dedications and Events $15,000

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AGENDA

JUN - 5 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 49

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 5/15/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 5/15/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Business Comm. of Arts	001-57600.450	0	42,000	42,000
Donation Revenue	001-40000.47701	(412,564)	(42,000)	(454,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	($ 412,564)	$ 0	($ 412,564)

JUSTIFICATION: To budget for appropriation to the Montgomery Area Business Committee of Arts Life-Size Bronze Statue of Dr. Martin Luther King $42,000

13-1

AGENDA
JUN - 5 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 2

DEPARTMENT: Community Corrections REQUESTED BY: Paul H. Brown 5/30/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/31/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo [ ]
Agenda [✓]

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	124-52960.115	7,040	2,142	9,182
Salaries	124-52960.110	534,918	(2,142)	532,776
Office Supplies	124-52960.211	11,925	(1,975)	9,950
Other Miscellaneous Supplies	124-52960.234	0	1,300	1,300
Drugs & Medical Supplies	124-52960.206	24,025	675	24,700
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 577,908	$ 0	$ 577,908

JUSTIFICATION: Realign budget categories to cover expense. Extra Help needed to offset loss of full time employee for 5+ months for Reserve Military Enlistment and Training - **Request savings in Salaries to be used for cost for Extra Help.**

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MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 6

AGENDA
JUN - 5 2017

DEPARTMENT: Engineering D3

REQUESTED BY: George Speake 5/23/17
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 5/23/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maint. Const Equipment	111-53400.232	83,500	10,000	93,500
Road Const & Main Supplies	111-53400.213	103,170	(10,000)	93,170
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 186,670	$ 0	$ 186,670

JUSTIFICATION: To realign the budget to cover Repair & Maint. of Construction Equipment.

15-1

AGENDA
JUN - 5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Correction Officer Corporal

Position Number: 500425135 (replacement of Dareetha Fleeton)

Pay Grade: PC2 Pay Range: 33,747-50,423

Proposed Effective Date: June 19, 2017

Type of Hire: ( ) New (✓) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 30, 2017
Department Head

PAYROLL/FINANCE REVIEW:
Requested position is vacant and budgeted.

Lisa Herring Date 5/30/2017
Employee Benefit Manager

Sherrill Thomas Date 5/30/2017
Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________
County Administrator

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POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419116 (Replacement of Anthony Humphrey)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: May 22, 2017

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 10, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 5/11/2017

Employee Benefit Manager

Sherrill Thomas Date 5/15/2017

Finance Director

ADMINISTRATIVE APPROVAL:

________________ Date ________

County Administrator

16-2

AGENDA

JUN - 5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419142 (Replacement of Jaret Robinson)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: June 12, 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 19, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 5/22/2017

Employee Benefit Manager

Sherrill Thomas Date 5/23/2017

Finance Director

ADMINISTRATIVE APPROVAL:

Date ________

County Administrator

16-3

AGENDA
JUN - 5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419212 (Replacement of Deboro Riley)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: June 5, 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 11, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/11/2017

Employee Benefit Manager

Sherrill Thomas Date 05/15/2017

Finance Director

ADMINISTRATIVE APPROVAL:

________________ Date ________

County Administrator

16-4

AGENDA
JUN - 5 2017

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Finance

DEPARTMENT HEAD: Sherrill Thomas

SUPERVISOR: Sherrill Thomas

POSITION INFORMATION:

Position Title: College Intern

Position Number: 210075001

Pay Grade: N/A   Pay Range: $7.6509/hr

Proposed Effective Date: June 6, 20017

Type of Hire: (✓) New   (   ) Promotional

Type of Appointment: (   ) Permanent   (✓) Temporary

JUSTIFICATION:

The Finance Department has an accounting intern available for the Summer semester selected through the Personnel department College Intern Program. The student will work approximately 12 hours per week for 8 weeks.

Sherrill Thomas
Department Head
Date 04/26/2017

FINANCIAL IMPACT:

The estimated cost of the intern position is $1,000. I have the funds in my budget to cover the cost.

Sherrill Thomas
Finance Director
Date 5/4/2017

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator
Date

17-1

AGENDA
JUN -5 2017

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 Trainee

Position Number: 550430158 (replacement of Thomas Krzeminski)

Pay Grade: PS1-4 Pay Range: 38,236

Proposed Effective Date: June 12, 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 5/19/2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 5/22/2017

Employee Benefit Manager

Sherrill Thomas Date 5/23/2017

Finance Director

ADMINISTRATIVE APPROVAL:

_______________________ Date ____________

County Administrator

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AGENDA
JUN - 5 2017

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 Trainee

Position Number: 550430123 (replacement of Robin Winborne)

Pay Grade: PS1-4 Pay Range: 38,236

Proposed Effective Date: June 12, 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 5/22/2017
Department Head

PAYROLL/FINANCE REVIEW:
Requested position is vacant and budgeted.

Lisa Herring Date 5/22/2017
Employee Benefit Manager

Sherrill Thomas Date 5/24/2017
Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______________
County Administrator

18-2

AGENDA
JUN - 5 2017

Montgomery County Commission
Travel / Training Request Approval
Request # 36

Date: 5/31/2017
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Prattville, Alabama (Marriott Legends)
Departure Date: June 21, 2017 Return Date: June 22, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the ACCA CGEI Finance & Revenue Class

Traveler (s) Name: 1. Florence Cauthen 4.
2. 5.
3. 6.

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

Total (est.) Cost: $259.24 Advance Registration Required: $175.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration $175 Mileage $34.24 Meals $50

To: Donald L. Mims
From: Donald L. Mims, Administrator
The above request is app. 6/5/17 reimbursement of actual and necessary expenses in the approximate amount of $259.24 and advance registration of $175.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$22,500.00
Approved Requests:	$20,710.73
Budget Available:	$1,789.27
Current Requests:	$259.24
Budget Balance:	$1,530.03

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/31/17
cc: Finance Director / Buyer

19-1

Revised 2/8/17

AGENDA
JUN - 5 2017

Montgomery County Commission
Travel / Training Request Approval
Request # 37

Date: 5/31/2017
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 15, 2017 Return Date: August 18, 2017
Conference Leave (Days / Hours): 3 1/2- Days
Purpose of Travel: 2017 GFOAA Board Meeting and Summer Conference & Training Program
Qualifies for CPE credits

Traveler (s) Name: 1. Donald Mims 4.
2. 5.
3. 6.

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

Total (est.) Cost: $1,058.86 Advance Registration Required: $250.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration- $250.00 Hotel- $447.00 Meals- $150.00 Mileage- $211.86

Recently Administrator Mims was elected to the the GFOAA Board of Directors

---

To: Donald L. Mims
From: Donald L. Mims, Administrator
The above request is app. 6/5/17 reimbursement of actual and necessary expenses in the approximate amount of $1,058.86 and advance registration of $250.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$22,500.00
Approved Requests:	$20,710.73
Budget Available:	$1,789.27
Current Requests:	$1,318.10
Budget Balance:	$471.17

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas
Date: 6/1/17
cc: Finance Director / Buyer

19-2

Revised 2/8/17

AGENDA

JUN - 5 2017

Montgomery County Commission
Travel / Training Request Approval
Request # 3

Date:	May 18, 2017
To:	Donald L. Mims, Administrator
From:	Sherrill Thomas, Finance Director
Re:	Approval for the following travel:

Destination: Montgomery, AL

Departure Date: August 31, 2017 Return Date: August 31, 2017

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Continuing Education Course- Audits of State and Local Governments: Qualifies toward 40 hours required annually for CPA license

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

To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 6/5/17 reimbursement of actual and necessary expenses in the approximate amount of $220.00 and advance registration of $220.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51110.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$3,000.00
Approved Requests:	$400.00
Budget Available:	$2,600.00
Current Requests:	$220.00
Budget Balance:	$2,380.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/18/17

cc: Finance Director / Buyer

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Revised 2/8/17

AGENDA

JUN - 5 2017

Montgomery County Commission
Travel / Training Request Approval
Request # 1

Date: June 1, 2017

To: Donald L. Mims, Administrator

From: Myrtle R. SIngleton

Re: Approval for the following travel:

Destination: Prattville, AL

Departure Date: June 21, 2017 Return Date: June 22, 2017

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: 2017 ACCA CGEI Finance and Revenue Class

Traveler (s) Name: 1. Myrtle R. Singleton 4.
2. 5.
3. 6.

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

Total (est.) Cost: $259.24 Advance Registration Required: $175.00

Department Name: Support Services Fund Name: General

Additional Comments: Registration $175.00 Mileage $34.24 Meals $50

To: Myrtle R. SIngleton

From: Donald L. Mims, Administrator

The above request is app. 6/5/17 reimbursement of actual and necessary expenses in the approximate amount of $259.24 and advance registration of $175.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-51901.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$2,000.00	
Approved Requests:	$298.00	
Budget Available:	$1,702.00	
Current Requests:	$259.24	
Budget Balance:	$1,442.76	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/1/2017

cc: Finance Director / Buyer

19-4

Revised 2/8/17

AGENDA

JUN - 5 2017

Montgomery County Commission
Travel / Training Request Approval
Request # 23

Date: May 5, 2017

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Approval for the following travel:

Destination: Montgomery, AL

Departure Date: July 20, 2017 Return Date: May 17, 2018

Conference Leave (Days / Hours):

Purpose of Travel: Leadership Montgomery Legacy Class

Traveler (s) Name: 1. J'Varra McCall Martin 4.
2. 5.
3. 6.

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

Total (est.) Cost: $1,875.00 Advance Registration Required: $0.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: FYI: Class will meet once per month from July 20, 2017-May 17, 2018
TOTAL EST. COST: $1875.00

To: Clay Henley

From: Donald L. Mims, Administrator

The above request is app. 5/15/17 reimbursement of actual and necessary expenses in the approximate amount of $1,875.00 and advance registration of ________ is authorized.

To be completed by the Finance Department

Fund Code:	120-51958.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$30,000.00
Approved Requests:	$14,373.12
Budget Available:	$15,626.88
Current Requests:	$1,875.00
Budget Balance:	$13,751.88

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/8/17

cc: Finance Director / Buyer

19-5

Revised 2/8/17

STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

AGENDA
JUN - 5 2017

MEMORANDUM

2017 MAY 31 PM 3:15

To: Chairman Elton Dean, Sr.
Vice Chairman Ronda M. Walker
Commissioner Daniel Harris, Jr.
Commissioner Isaiah Sankey
Commissioner Doug Singleton

CC: Donald Mims

From: Steven L. Reed

Date: May 30, 2017

Re: Purchase of Voting Machines for Montgomery County

On April 17, 2017 I requested the Montgomery County Commission formally approve the purchase of new voting equipment. The topic was not placed on the agenda for either of the commission meetings in the month of May. Since the time of the original request, the Governor has called for a special election to be held August 15, 2017.

In light of the time frame which we are currently facing I now ask that you waive rules and approve the purchase of new voting equipment for use in the upcoming special election. If the county commission chooses not to purchase new election equipment I ask that you waive rules and sign the needed contract with ES&S for Licensing, Maintenance, and Support Services. The cost of the contract is $93,444.75. This contract must be in place or we cannot have our existing machines certified for the upcoming special election. This contract will only cover our equipment until September 1, 2017 upon which time we will need to sign another contract for an additional $93,444.75 to cover the 2018 election cycle.

Attachment 1: Original new equipment first formally proposed April 17, 2017

Attachment 2: Contract for approval with ES&S

20-1

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

IN SUPPORT OF THE PURCHASE OF REPLACMENT VOTING EQUIPMENT FOR MONTGOMERY COUNTY ALABAMA

From: Office of Probate Judge Steven L. Reed

To: Montgomery County Commission

Re: Purchase of Replacement Voting Equipment for Montgomery County

Date: April 04, 2017

The purpose of this memorandum is to request the Montgomery County Commission to formally approve the purchase of replacement voting equipment for Montgomery County. Montgomery County's current voting equipment is simply obsolete. The cost of maintenance and upkeep of the equipment has outstripped the cost of replacement. The cost of replacement of that equipment is defrayed by several factors: 1) the sale of outdated Model VI voting booths to Madison County ($25,000.00); 2) A savings of $93,000.00 in maintenance fee savings if the purchase is made before the end of the current fiscal year; and 3) The use of $70,000.00 in HAVA funds toward the purchase of replacement equipment which would help bring down the amount the County would have to allocate toward this purchase. This would save the county $188,000.00, which does not include the amount of trade value expected to be earned off of our current equipment prior to our purchase of the replacement equipment. We expect to clear from $150,000.00 - $200,000.00 trade-in value and discounts for our current equipment. That means that this is a purchase which could net Montgomery County a total savings of from $338,000.00 - $388,000.00, before the county has spent any money at all.

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776 20-2

The Election Center has residual Help America Vote Act (HAVA) funds to utilize which would help to further subsidize the cost of this purchase. The Election Center has in excess of $100,000.00 remaining in HAVA funds according to the Secretary of State's office. We must hold some portion of those funds for the upcoming primary election in 2018 to cover the expense of batteries, chargers, and other primary election related necessities. The Election Center is prepared to utilize $70,000.00 of said HAVA funds toward the cost of replacement election equipment for Montgomery County. This is meant to ensure that the voters of Montgomery County have the very best voting equipment available. This will also ensure that the voters of Montgomery County will continue to have the best services that the Probate Office of Montgomery County can provide.

The replacement voting equipment would require the Model DS200 Precinct Scanner to replace the M-100 tabulator. We would need one hundred and sixty (160) DS-200s to replace the current 190 M-100s. We would need to purchase two (2) Model DS850 High Speed Digital Image Scanners to replace the DS650 we currently use. One of the DS850s would be utilized in the Circuit Court Clerk's office to tabulate absentee ballots exclusively. The second DS850 machine would be utilized in the Election Center to tabulate any precincts throughout the county, and to tabulate write-ins and absentees in a backup capacity. Finally, we would need to purchase the ExpressVote Ballot Marking Device. We would need to purchase one hundred and twenty three (123) of these devices. This device would replace all of the AutoMarks and would also replace thirty (30) of the DS-100s. This device represents the current state-of-the-art in election equipment. This device is designed to be utilized by the disabled voter and the non-disabled voter alike to speed up the ballot casting process and eliminate wait times at precincts.

We would also purchase small installation stands so that the ExpressVote Marking device could be setup like any other tabulation machine and the voter could have complete privacy in using the device. Our legislature requires paper ballots for our electorate. The replacement machines will be multi-purpose machines in that they will tabulate all paper ballots and will be adaptable for future changes in the voting electorate by the state legislature.

20-3

DEDUCTIONS

		$1,579,365.00
Trade-in on our current Equipment	-	($200,000.00)
		$1,379,365.00
Election Center HAVA funds Contribution	-	($70,000.00)
		$1,309,365.00
Sale of voting booths to Madison County	-	($ 25,000.00)
		$1,284,365.00
ES&S Customer Discount 20%	-	($ 256,873.00)
	TOTAL	$1,027,491.00

20-4

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: January 1, 2017 through September 30, 2018

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
124	AutoMARK BMD Terminal	1/1/2017 through 9/30/2017	$203.00	$18,879.00 (Pro-Rated)
157	Model 100 Scanner	1/1/2017 through 9/30/2017	$170.00	$20,017.50 (Pro-Rated)
1	Model 650 Scanner	1/1/2017 through 9/30/2017	$1,535.00	$1,151.25 (Pro-Rated)
	Total Maintenance Fees for the Coverage Period January 1, 2017 through September, 30 2017			$40,047.75 (Pro-Rated)
124	AutoMARK BMD Terminal	10/1/2017 through 9/30/2018	$203.00	$25,172.00
157	Model 100 Scanner	10/1/2017 through 9/30/2018	$170.00	$26,690.00
1	Model 650 Scanner	10/1/2017 through 9/30/2018	$1,535.00	$1,535.00
	Total Maintenance Fees for the Coverage Period October 1, 2017 through September, 30 2018			$53,397.00
	Total Hardware Maintenance Fees for the Initial Term			$93,444.75

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage items shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Montgomery County, Alabama

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.

   - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:

PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	Attachment 1	$93,444.75
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	Included in Hardware Maintenance Fees
Total Maintenance Fees for the Initial Term:		$93,444.75

Terms & Conditions:

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.

Note 2: Invoicing and Payment Terms are as Follows:

$40,047.75 due on or before December 1, 2016 for the Coverage Period of January 1, 2017 through September 30, 2017.

$53,397.00 due on or before September 1, 2017 for the Coverage Period of October 1, 2017 through September 30, 2018.

Note 3: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

AGENDA
JUN - 5 2017

STATE OF ALABAMA

May 12, 2017

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

Dear Mr. Dean:

RE: Grant No. DOE-028-17

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with $**52,906.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2017.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification form, Disclosure Statement, and Beason-Hammon Compliance form that must be signed and returned along with the grant.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,

Kay Ivey

Kay Ivey
Governor

KI/BM/ks

Enclosures

cc: Mr. Greg Clark

21-1

Weatherization Assistance Program for Low-Income Persons
Department of Energy DE-EE0007902
CFDA-81.042

SUBGRANT AGREEMENT
WEATHERIZATION PROGRAM

Grant Agreement No.: DOE-028-17
Grant Amount: $52,906.00

THIS AGREEMENT is entered into as of **April 1, 2017**, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the Montgomery County Commission, hereinafter, referred to as the "Subrecipient." The Agreement consists of seventeen (17) typewritten pages and three (3) attachments, as set forth and described below:

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

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): DE-EE0007902

Federal Award Date: April 1, 2017

Subaward Period of Performance Start and End Date: April 1, 2017 – March 31, 2018

Amount of Federal Funds obligated by this action to the Subrecipient: $52,906.00

Total amount of Federal Funds obligated to the Subrecipient: $52,906.00

Total amount of Federal Award committed to the Subrecipient by ADECA: $52,906.00

Federal Award project description: Weatherization Assistance Program

Name of Federal awarding agency: U.S. Department of Energy

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

Contact information for awarding official: Jim Byard, Jr., Director

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

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. PURPOSE: The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program (WAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **$52,906.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3. DURATION: The Subrecipient shall commence performance of this Agreement on **April 1, 2017**, and shall complete performance to the satisfaction of the Department not later than **March 31, 2018**.

4. OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS: For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the U.S. Department of Energy (DOE) is specifically implementing in 2 CFR Part 910. Subrecipients of DOE grants must adhere to 2 CFR 910 and all of its subparts, including, but not limited to, Subpart B (2 CFR 910.120), General Provisions; Subpart D (2 CFR 910.350), Post Federal Award Regulations; Subpart E (2 CFR 910.401), Cost Principles; Subpart F (2 CFR 910.500), Audit Requirements; and all accompanying Appendices.

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

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

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

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

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

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

6. HEARING ON APPEAL: The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request

and receive approval from the Department for extension of such, then he shall have no further right of appeal.

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

7. EQUAL EMPLOYMENT OPPORTUNITY: In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

   A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of $2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT: In the event this contract or grant award is for an amount in excess of $150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

12. ENERGY CONSERVATION: The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq*.

13. DEBARMENT AND SUSPENSION: The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

    The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 901). The Excluded Parties List System is available for access from the System of Award Management website at https://www.SAM.gov.

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

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

14. BYRD ANTI-LOBBYING ACT: Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.

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

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

16. TOBACCO SMOKE: Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.

17. DRUG-FREE WORKPLACE REQUIREMENTS: In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq*.), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

18. TRANSPARENCY ACT: Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to

furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

19. POLITICAL ACTIVITY: The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

20. HUMAN TRAFFICKING PROVISIONS: This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

21. PERFORMANCE OF WORK IN UNITED STATES: All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Subrecipient should make every effort to purchase supplies and equipment within the United States. The Subrecipient must flow down this requirement to its contractors/subrecipients.

22. MANDATORY DISCLOSURES: Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

23. NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

24. CONFLICTING PROVISION: If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

25. IMMUNITY AND DISPUTE RESOLUTION: The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq*, Code of Alabama 1975.

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

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

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

27. ACCESS TO RECORDS: The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

28. ASSIGNABILITY: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

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

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

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

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

must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

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

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

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)
ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

And an additional copy to:

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

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

33. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS: The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

34. SUSPENSION OF PAYMENTS: Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

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

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

35. DISCLOSURE STATEMENT: Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of $5,000.

36. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq*, Code of Alabama 1975).

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

37. AMENDMENTS: The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.

38. ATTACHMENTS: The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2017	1
B: Budget Sheet	April 1, 2017	1
C: Beason-Hammon Compliance	April 1, 2017	1

39. METHOD OF PAYMENT:

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

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

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

B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.

C. The Subrecipient may not draw down more than 25% of available funds as an initial advance. The amount requested must correlate with expected thirty (30) day expenditures.

D. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty days the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

E. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.

F. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).

G. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to $500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).

H. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

A. The Subrecipient shall maintain such records and accounts which provide for:

(1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and

authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

(3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.

(4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.

(5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.

(6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.

B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.

C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.

D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

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

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

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

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

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for

negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

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

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

41. PROPERTY MANAGEMENT:

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

B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.

C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 2 CFR Part 910, "DOE Rules of Financial Assistance." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

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

C. Warrants Against Person and/or Selling Agency

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

D. Site Visits

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

E. Publications

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

The Subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award:

Acknowledgment: "The information, data, or work presented herein was funded in part by the Office of Energy Efficiency and Renewable Energy (EERE), U.S. Department of Energy, under Award Number DE-EE0007902."

Disclaimer: "The information, data, or work presented herein was funded in part by an *agency* of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

F. Copyrights

If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Federal Grantor reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material which can be copyrighted resulting from the Agreement.

G. Protections Regarding Applicant Information

(1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are

required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b) (6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

(2) A balancing test must be used in applying Exemption (b)(6) in order to determine:

(A) whether a significant privacy interest would be invaded;
(B) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and,
(C) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

(3) A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the State or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.

(4) Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

H. Relocation Assistance and Real Property Acquisitions

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

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

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

J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Historic

Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

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

Section 110(k) of the NHPA applies to DOE funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. Subrecipients should be aware that the DOE Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

K. Covenant Against Contingent Fees

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

L. Religious Activity Prohibitions

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

M. Standard Work Specification Requirements

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

N. Nondisclosure and Confidentiality Agreement Assurances

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

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. DOE-028-17

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2017

1. The Subgrantee shall weatherize a minimum of **5** dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY	NUMBER OF UNITS
MONTGOMERY	5

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

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: DOE-028-17

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE (-) / INCREASE (+)	TOTAL
ADMINISTRATIVE	$3,000.00		$3,000.00
PROGRAM OPERATIONS	$31,406.00		$31,406.00
HEALTH AND SAFETY	$9,500.00		$9,500.00
AGENCY LIABILITY INSURANCE	$0.00		$0.00
TRAINING & TECHNICAL ASSISTANCE	$2,000.00		$2,000.00
FINANCIAL AUDIT	$7,000.00		$7,000.00

GRAND TOTAL: $52,906.00

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

GRANTEE LEGAL NAME: **MONTGOMERY COUNTY COMMISSION**

AGREEMENT NO. **DOE 028-17**

Signature: ____________________

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: Greg Clark

Typed Name: Greg Clark

Title: Executive Director

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

OFFICIAL SEAL
(if available)

Board Chairperson (name and signature)
Commissioner Elton N. Dean, Sr.

Street Address
P.O. Box 1667
Montgomery, Alabama 36102-1667

Date

MAILING ADDRESS:

Montgomery County Commission
P.O. Box 1667
Mongomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING AWARD:
CARPDC
430 S. Court St.
Montgomery, Alabama 36104

Phone No. 334-262-4300

State of Alabama)
County of Montgomery)

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

DATE: May 30, 2017

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

DOE 028-17 by and between

Montgomery County Commission (Contractor/Grantee) and

ADECA (State Agency, Department, or Public Entity)

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

1. The undersigned holds the position of Chairman Elton Dean with the Contractor/Grantee named above and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a), or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY
Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business Entity" shall include, but not be limited to the following:

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

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

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

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

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

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this ______ day of ____________________, ___________.

Montgomery County Commission
Name of Contractor/Grantee/Recipient

By: ______________________________

Its: Chairman

The above Certification was signed in my presence by the person whose name appears above, on this

______ day of ____________________, ___________.

WITNESS: ______________________________

____
Printed Name of Witness

State of Alabama

Disclosure Statement

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

ENTITY COMPLETING FORM	Montgomery County Commission
ADDRESS	PO Box 1667
CITY, STATE, ZIP	Montgomery, AL 36102
TELEPHONE NUMBER	(334) 832-1210

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADECA-ED

ADDRESS

401 Adams Avenue, PO Box 5690

CITY, STATE, ZIP

Montgomery, AL 36103-5690

TELEPHONE NUMBER

(334) 262-5365

This form is provided with:

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

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

☐ Yes ☑ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☑ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

O. Use of Program Income

If the Subrecipient earns program income during the project period as a result of this Award, the Subrecipient must add the program income to the funds committed to the Award and use it to further eligible project objectives.

P. Intellectual Property Provision

Intellectual property rights are subject to 2 CFR 200.315 or 910.362.

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

Alabama Department of Economic & Community Affairs	**Montgomery County Commission**
Department	Subrecipient
Maureen E. Neighbors 5/1/17	
Maureen E. Neighbors Date Energy Division Chief	Authorized Official for Subrecipient Date
May 8, 2017	
Jim Byard, Jr. Date Director	Subrecipient Witness Date

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

Claudia Kennedy Smith AWT 5/4/17

Claudia Kennedy Smith Date
General Counsel

MONTGOMERY
AREA CHAMBER OF COMMERCE

AGENDA
JUN - 5 2017

May 19, 2017

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 June 5, 2017 in executive session. Please be advised that we have reviewed the commerce or trade 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

BUILDING BUSINESS. BUILDING THE River REGION.

POST OFFICE BOX 79 41 COMMERCE STREET MONTGOMERY, AL 36101
TEL: 334.834.5200 FAX: 334.265.4745 MACC@MONTGOMERYCHAMBER.COM WWW.MONTGOMERYCHAMBER.COM

22-1

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

	For Reference, See	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session.	Page 21	Section IV (A) 2
Executive Sessions may only be called for one of the following reasons:		
a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
d. Security Plans and Measures	Page 24	Section IV (B) 4
e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	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

A D J O U R N M E N T

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, June 19, 2017, at 8:00 in the morning.

Donald L. Mims
Administrator

Elton N. Dean, Sr.
Chairman