

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

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the June 3, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, June 3, 2019, at **Aldersgate United Methodist Church, 6610 Vaughn Road, Montgomery, Alabama. The information session will begin at 5:00 p.m., followed by the formal session at 6:30 p.m.**

In preparation of the next County Commission meeting on June 17, 2019, I want you to anticipate a long meeting in that we have a lot of issues that the Commission needs to consider.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations.

Appropriations to be Discussed

- March of Dimes
1. County Commission Information Session Schedule for June 3, 2019

Waived Rules Item for Monday, June 3, 2019

2. Consider Authorization of Allocation of Voting Machines and Election Officials for 2019 Special Election for House District 74, Probate Judge's Office (Election Center)
3. Consider Authorization of Bid Award to David Jordan and Company, Inc., regarding Demolition of Stair Towers on the Perry Street Parking Deck, County Commission

A COUNTY OLDER THAN THE STATE

Items to Consider for the Monday, June 17, 2019 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Continuation of Previous Grant with ADECA, for the Violence Against Women Prosecution Unit Project and Resolution of Applicant for Matching Funds, District Attorney's Office
5. Consider Authorization of Scope of Work DEA Authorization 5 Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting for the Downtown Environmental Assessment Project, County Commission
6. Consider Authorization of Grant Award for the FY2019 Weatherization Assistance Program (DOE 028-19), County Commission
7. Consider Authorization of Change Order Number 2 to Contract with Holley-Henley Builders, Inc., for Renovations of Jail 1, County Commission
8. Consider Authorization of Payment of Invoice from Ball, Ball, Matthews & Novak, P.A., for Services Rendered regarding Project Agreement with C. Hager and Sons Hinge Manufacturing Co., County Commission
9. Consider Authorization of Board Member Appointments, Joint Public Charity Hospital Board **(Since September 13, 2017, I have requested for nominees to this board that were in compliance with state law)**
10. Consider Authorization of Nomination of Persons for Consideration as Board Members of the County Board of Equalization, County Commission **(Deadline for Nominations is August 15, 2019)**

Personnel Action Item

11. Consider Authorization of Allocation of a Mapper and Related Position Fill Request and Remove Allocation of a Mapping Technician, GIS & Cadastral Mapping Department

General Information

12. Copy of Memorandum from District Attorney Daryl Bailey **requesting \$500 for the Junior Police Academy Program (On 7/23/18, Vice Chairman Walker appropriated \$250 from her agencies account)**
13. Copy of Memorandum from Parks and Recreation Director James Williams regarding Old Selma Road Park Status Report and Naming of the Park
14. Copy of Letter from President Crews Reaves with Midtown Montgomery Neighborhood Alliance regarding Changing the Day/Time of Future Commission Meetings

Montgomery County Commission

Page 3

May 30, 2019

15. Copy of Email from CEO Linnea Conely with Questia Corps, LLC, regarding Stepping Up Innovator County Data Analysis Support
16. Copy of Proposed Montgomery Cold Case Task Force Interagency Agreement between the Montgomery County Sheriff's Office and the Montgomery Police Department (**This Interagency Agreement was discussed at the last County Commission meeting**)
17. Copy of Notice from the Federal Communications Commission regarding a New Tower Submission Packet from AT&T Mobility, LLC, with a proposed location at AT&T Site South Woodley Road (FA# 14648879)
18. Copy of Board Member Appointments to the Montgomery County Board of Human Resources expiring September 2019
19. Copy of FY2020 Budget Calendar
20. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
21. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for May 2019

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JUNE 3, 2019

- 5:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 5:10 p.m. Director of Elections Darryl Parker – Presentation regarding Allocation of Voting Machines and Election Officials for 2019 Special Election for House District 74 **(Waived Rules Item 2-1)**
- 5:20 p.m. District Attorney Daryl Bailey – Presentation **requesting \$500** for the Junior Police Academy Program **(General Information Item 12-1)** and Funding of a Cold Case Unit, including the Allocation of One Investigator I Position and One Investigator II Position and Related Position Fill Requests and Budget Change Request Number 3 **(Agenda Item 8-1)**
- 5:30 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems
- 5:35 p.m. County Engineer George Speake – Presentation regarding Scope of Work DEA Authorization 5 Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting for the Downtown Environmental Assessment Project **(Future Agenda Item 5-1)**
- 5:40 p.m. GIS & Cadastral Mapping Manager Todd Grant – Presentation regarding Allocation of a Mapper and Related Position Fill Request and Remove Allocation of a Mapping Technician **(Personnel Actions Item 11-1)**
- 5:45 p.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 5:50 p.m. Parks and Recreation Director James Williams – Presentation regarding Old Selma Road Park Status Report and Naming of the Park **(General Information Item 13-1)**
- 6:00 p.m. President Crews Reaves with Midtown Montgomery Neighborhood Alliance– Presentation regarding Changing the Day/Time of Future Commission Meetings **(General Information Item 14-1)**
- 6:10 p.m. Architect Richard Painter with Goodwyn, Mills and Cawood, Inc. – Presentation regarding Bid Award to David Jordan and Company, Inc., concerning Demolition of Stair Towers on the Perry Street Parking Deck **(Waived Rules Item 3)**
- 6:20 p.m. CEO Linnea Conely with Questia Corps – Presentation regarding Stepping Up Innovator County Data Analysis Support **(General Information Item 15-1)**
- 6:30 a.m. Formal Session
- 7:00 p.m. Adjourn

Commissioner Elton N. Dean, Sr., Chairman

Commissioner Rhonda M. Walker, Vice Chairman

Commissioner Daniel Harris Jr.,

Commissioner Isaiah Sankey,

Commissioner Doug Singleton

Dear Commissioners:

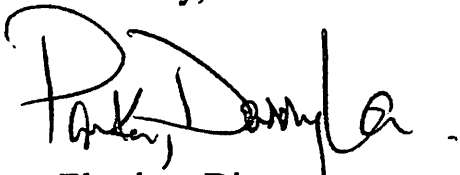
Please find attached polling place specifications for the 2019 Special Republican Primary Election for House District 74. This document reflects the updated list of polling places included in the District 74 Special Republican Primary Election for House District 74, the number of election workers assigned to each precinct, and the allotted voting equipment for each precinct.

I ask that the Montgomery County Commission waive the rules and approve the recommended allocations for the 2019 Special Republican Primary Election for House District 74 at its June 3rd, 2019 County Commission meeting.

Please note that the Special General Election for House District 74 will take place on August 27, 2019. The number of election workers and allocated election equipment totals would be proportionate to the number of polling places effected.

If I can be of any further assistance, please don't hesitate to contact me.

Sincerely,



Parker D. Dwyer
Elections Director

ATTACHEMENTS

2019 Special House 74 Primary Election
(Numbers are from County precinct lines)

5/30/2019 @ 8:06 AM

Precinct		Registered Eligible Voters (as of 4/5/19)	Registered ACTIVE Voters (as of 4/11/19)	Precinct Check-In Tables - 2 Poll Pads per table / per 1,000 Eligible Voters (not including Help Desk)	Total Poll Pads per 1,000 Eligible Voters	Ballot Tables	Total Polling Officials	Tabulators for Primary	Express Votes
103	Montgomery Museum of Fine Arts	878	834	1	2	1	9	2	1
301	Dalraida Church of Christ	5,590	5,281	3	5	1	16	4	2
302	Flowers Elementary School	2,973	2,802	2	3	1	10	2	1
303	Eastmont Baptist Church	4,894	4,676	3	5	1	13	2	1
304	Lagoon Park Fire Station	4,268	4,041	2	4	1	12	2	1
305	Frazer UMC	5,376	4,839	3	5	1	16	4	2
306	Eastdale Baptist Church	313	279	1	2	1	9	2	1
405	Houston Hills Community Center	315	302	1	2	1	9	2	1
407	King Hill Community Center	693	638	1	2	1	9	2	1
413	Wares Ferry Elementary School	213	204	1	2	1	9	2	1
501	First Christian Church	3,546	3,332	1	2	1	10	3	1
512	St. James Methodist Church	1,595	1,525	1	2	1	10	2	1
Totals:		30,654	28,753	20	36	12	132	29	14
					12				
					48				

TOTAL TABLES NEEDED FOR SET-UP (including check-in tables, ballot tables & help desks):	44
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12 Ch. Insp. @ \$145 =	\$ 1,740.00
12 Insp. @ \$125 =	\$ 1,500.00
108 Chief Clerks & Poll Wrks. @ \$100 =	\$ 10,800.00
estimated total: =	\$ 14,040.00

2-2

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Perry Street Parking Deck-Stair Tower Demolition

Montgomery County Commission issued a bid package for the demolition of the stair towers on the Perry Street Parking Deck on March 8, 2019, to remove the dangerous conditions associated with the deterioration of those structures. No bids were received at the scheduled bid opening on April 4, 2019.

Pursuant to the Alabama Public Works Law Section 39-2-6, Goodwyn Mills and Cawood negotiated for the work through the receipt of informal bids. Bids were solicited from numerous contractors, and only one contractor provided a bid.

Goodwyn Mills and Cawood recommends that the bid be awarded to David Jordan and Company, Inc., the only bidder, for \$199,000, which includes an allowance of 2.6% for unforeseen circumstances. The Gleeds estimate for demolition dated April 2, 2019, was \$198,774.

I request that rules be waived and the bid award to David Jordan and Company, Inc., be placed on the June 3, 2019, agenda.



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: May 30, 2019

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of our Violence Against Women Prosecution Grant. The County Commission serves as the subgrantee. The grant start date is January 1, 2020. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

We are working on the application. The application must be approved at the Monday, June 17 Commission meeting in order for us to submit it to ADECA by the due date.

Thank you for your continued support for our VAW Prosecution Unit.

ELTON N. DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey

Doug Singleton



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

ENGINEERING DEPARTMENT

May 30, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
5/30/2019

SUBJECT: Downtown Environmental Alliance (DEA)
Environmental Services Associated with the Capitol City Plume -- ADEM

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached Scope of Work DEA Authorization 5, Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting for the Downtown Environmental Assessment Project that was sent to us from Jacobs Engineering Group, Inc.

If approved please have attached agreement executed, return to this office, and we will forward it to Glen S. Davis, P.E. of Jacobs Engineering Group, Inc. for his continuing action.

As additional information, approval dates of previous Scope of Work DEA Authorizations were:

- Scope of Work DEA Authorization 4 was approved by the Montgomery County Commission on October 18, 2018
- Scope of Work DEA Authorization 3 was approved by the Montgomery County Commission on July 24, 2017.
- Capitol City Plume Proposed Superfund Site Agreement was approved by the Montgomery County Commission on November 2, 2015.

GCS/gcs

Attachment

cc; File

Scope of Work
DEA Authorization 5
Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting for
the Downtown Environmental Assessment Project

May 29, 2019

This document presents CH2M HILL Engineers, Inc.'s (CH2M) scope of work (SOW) to provide continuing environmental services support to the Downtown Environmental Alliance (DEA) for the Downtown Environmental Assessment Project (DEAP). This SOW is consistent with the *Settlement Agreement for Site Response* (ADEM/DEA, 2015) between the Alabama Department of Environmental Management (ADEM) and the DEA, which will be referred to hereinafter as the "Settlement Agreement".

On December 15, 2017, CH2M HILL Companies Ltd. became part of Jacobs Engineering Group Inc. CH2M HILL Companies Ltd. is now a wholly owned direct subsidiary of Jacobs Engineering Group Inc. CH2M HILL Companies Ltd., including CH2M HILL Engineers, Inc., presently remains a separate legal entity and will continue to operate and conduct business.

This SOW provides the planning-level costs associated with the following work elements for the DEAP:

- Finalize Institutional Control Plan (ICP), which was submitted in draft form to ADEM on May 21, 2019 for review and comment;
- Prepare the Draft and Final Remedial Action Report for DEA review and submission to ADEM for review and comment;
- Coordinate the negotiations for formal Proposed National Priority List (NPL) Delisting of the DEAP, under EPA and ADEM oversight
- Continued Meeting Facilitation and Coordination Support for the DEAP;
- Continued Community Involvement Support for the DEAP;

Task 1: Finalize Institutional Control Plan

On May 21, 2019, the DEA submitted the Draft ICP to ADEM for their review and comment. CH2M anticipates that ADEM will submit written comments regarding the ICP within 30 days after their receipt of the report. Once these ADEM comments are received, CH2M will respond to ADEM's comments by preparing a written response-to-comment (RTC) document, which will contain the ADEM comments and a detailed, formal response to each comment, which propose revisions to the ICP to address each ADEM comment (if necessary). Once this document is prepared, CH2M will submit it to the DEA Technical Committee for review and comment. Once the RTC document is approved by the DEA Technical Committee, the RTC document will be submitted to the DEA Executive Committee for final review and approval. Once the RTC document is approved by the DEA Executive Committee, CH2M will submit the RTC document to ADEM for their review. CH2M anticipates submitting the RTC document for ADEM review approximately 30 days after receipt of ADEM written comments.

Once ADEM approves the RTC document, CH2M will revise the ICP based on the revisions proposed in the RTC document. CH2M will prepare both a redline version of the revised ICP (with revisions in tracking mode) and a clean version of the ICP, and will submit it to the DEA Technical Committee for

review and comment. Once the revised ICP is approved by the DEA Technical Committee, the revised report will be submitted to the DEA Executive Committee for final review and approval. Once the revised report is approved by the DEA Executive Committee, CH2M will submit the revised ICP (estimated three hard copies and one CD copy) to ADEM for their review and concurrence.

CH2M anticipates that junior or mid-level hydrogeologists/ engineers will prepare the RTC document and the revised Final ICP, then senior hydrogeologists or engineers will review and provide quality control for the document. CH2M also anticipates that a mid-level human health risk assessor will assist in preparing the RTC document and the revised ICP, then a senior human health risk assessor will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e. GIS/graphics technician, editor, and production staff) will also be needed to complete this subtask. This SOW assumes that CH2M will utilize staff that are familiar with the ICP in order to make the RTCs and revisions more streamlined and efficient.

CH2M has assumed that the general nature of the ADEM comments and our responses will generally include the following:

- The extent and applicability of environmental covenants within the DEAP overlay (Section 3.1).
- The enforceability and permanence of the institutional controls (ICs) proposed for the DEAP (Section 4).
- The extent and applicability of long-term groundwater monitoring for the DEAP (Section 5).

If the nature and extent of the comments vary significantly from the assumptions below, additional funding may be required to address them.

Task 2: Prepare Draft and Remedial Action Report

CH2M will prepare the Draft Remedial Action Report (RAR). This document will include a description of the selected environmental covenant approach, institutional controls, and long-term monitoring, and progress reporting requirements that agreed upon by the DEA and ADEM, based on review of the Final ICP (see Task 1). The RAR Report will also include a copy of the final, approved environmental covenant example that will be drafted by the DEAP legal team (with assistance from CH2M). CH2M anticipates that a junior or mid-level hydrogeologist/ engineer will prepare the Draft RAR, then one or more senior hydrogeologist or engineer will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e. GIS/graphics technician, editor, and production staff) will also be needed to complete this report.

An electronic version of the Draft RAR will be provided to the DEA Technical Committee for review and comment, approximately 60 days after authorization of this SOW. Once the DEA Technical Committee review comments have been addressed, the revised document will be submitted to the DEA Executive Committee for review and comment. Once the document obtains DEA Executive Committee approval, the Draft RAR will be submitted to ADEM (estimated three hard copies and one CD copy).

Once these ADEM comments are received, CH2M will respond to ADEM's comments by preparing a written response-to-comment (RTC) document, which will contain the ADEM comments and a detailed, formal response to each comment, which propose revisions to the RAR to address each ADEM comment (if necessary). Once this document is prepared, CH2M will submit it to the DEA Technical Committee for review and comment. Once the RTC document is approved by the DEA Technical Committee, the RTC document will be submitted to the DEA Executive Committee for final review and approval. Once the RTC document is approved by the DEA Executive Committee, CH2M will submit the RTC document to ADEM for their review.

Once ADEM approves the RTC document, CH2M will revise the RAR based on the revisions proposed in the RTC document. CH2M will prepare both a redline version of the revised RAR (with revisions in tracking mode) and a clean version of the RAR, and will submit it to the DEA Technical Committee for review and comment. Once the revised RAR is approved by the DEA Technical Committee, the revised report will be submitted to the DEA Executive Committee for final review and approval. Once the revised report is approved by the DEA Executive Committee, CH2M will submit the revised RAR (estimated three hard copies and one CD copy) to ADEM for their review and concurrence. CH2M anticipates submitting the revised Final RAR for ADEM review approximately 60 days after completing the implementation of the ICP, as required by the Settlement Agreement.

Task 3: NPL Delisting Support and Negotiations

This task provides the CH2M labor and expense associated with the coordination and negotiation of the formal delisting of the Montgomery DEAP from the EPA's Proposed NPL. CH2M will provide on-call consultation to facilitate the delisting process with ADEM and the EPA through the coordination of necessary discussions between ADEM and EPA, review of delisting documents, coordination of public reviews, and documentation of the final delisting of the site. It is expected that this could include additional meetings with ADEM and possibly EPA, and possibly assistance with drafting of documents which may be used between ADEM, EPA, and the DEA. In addition, we do anticipate that discussions with the public or interested parties, including drafting of emails/letters or similar communications will be needed to complete this step of the delisting process.

CH2M assumes approximately 50 hours of labor for the CH2M Project Manager and Senior Regulatory Consultant will be required to complete this task, with support from mid-level project engineers and geologists as well. This task also assumes the expense and travel associated with one in-person meeting at the EPA Region 4 Offices in Atlanta, GA to discuss the delisting of the DEAP.

Task 4: Continued Meeting Facilitation and Coordination Support

This task includes providing continued meeting facilitation support for the afore-mentioned reporting activities for the DEAP. Specifically, CH2M will prepare for and attend the following meetings that are anticipated during this portion of the project (from approximately June 2019 through December 2019):

- Six meetings/conference calls (approximately 2 hours each) with the DEA Technical Committee to discuss the following:
 - The ADEM comments to the Draft ICP and subsequent RTC document
 - The revised Final ICP (redline and clean versions) prior to DEA Executive Committee submittal
 - The Draft RAR content and organization prior to writing the document
 - Comments to the Draft RAR once it is written
 - Review of RTCs to the Draft RAR
 - Review of the redline/clean versions of the Final RAR
- Five conference calls (approximately 1 hour each) with the DEA Executive Committee to discuss the following:
 - The Draft ICP RTC document prior to ADEM submittal
 - The revised Final ICP prior to ADEM submittal
 - The Draft RAR prior to ADEM submittal
 - Review of RTCs to the Draft RAR

- Review of the redline/clean versions of the Final RAR
- Six meetings (approximately 3 hours each) with ADEM to discuss the following:
 - The ADEM comments to the Draft ICP and the proposed DEA RTCs (Tentatively scheduled for early June 2019)
 - Meeting to Discuss Modifications to ADEM's Uniform Environmental Covenant Act (UECA) (Scheduled for July 11, 2019)
 - The presentation of the Final ICP
 - The Draft RAR content and organization (when the Draft RAR is presented to ADEM)
 - The ADEM comments to the Draft RAR and the proposed DEA RTCs
 - The presentation of the Final RAR.
- 2 Conference calls (approximately 2 hours each) with ADEM and EPA to discuss the NPL Delisting.

CH2M also anticipates about 2 hours to prepare information for each meeting. CH2M assumes that up to three representatives from CH2M will attend meetings (either in-person or via telephone). In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the calls and meetings to summarize the discussion and action items for each.

This task includes costs associated with the financial management of the project. CH2M assumes about 1 hour per month for the project manager and 1 hour per month for the project accountant will be required for the financial management of the project.

Task 5: Continued Community Involvement Support

This task includes providing continued community involvement support for the afore-mentioned reporting activities for the DEAP. It is anticipated that significant involvement with the City, State, County, and Federal planning and building organizations, as well as potentially the affected public (through the Community Outreach Group (COG)) will be required to identify appropriate Institutional Control measures that meet regulatory requirements yet also are acceptable to these entities and the affected public. Specifically, CH2M will prepare for and attend (up to three representatives from CH2M) up to four meetings in Montgomery with the COG members to fully develop the ICP and RAR documents and to update the COG on activities of the DEA. Specific COG meetings may be required for the following purposes:

- 1) Discuss the Final ICP Document to provide the public with an understanding of how the Final ICP will affect downtown development
- 2) Discuss the final EC/IC components for the Draft RAR document
- 3) Discuss the Final RAR and future monitoring for the site (Five-Year Reviews and long-term groundwater monitoring)
- 4) Discuss the delisting of the DEAP from the NPL and the benefits for downtown development.

This budget includes labor for a CH2M public relations representative to assist ACCES LLC with the coordination of the COG, prepare meeting materials, and update the project website with current information about the progress of the project.

CH2M anticipates that each COG meeting will be up to 2 hours in duration. CH2M also assumes that up to three local representatives from CH2M will attend meetings. In lieu of formal meeting minutes, CH2M

will prepare e-mail summaries of the ICP and COG meetings to summarize the discussion and action items for each meeting.

Project Cost Estimate

Table 1 lists the estimated costs, including labor and expenses, for the scope of work described in this letter on a time-and-materials (not-to-exceed) basis.

Task	Labor Cost	Expenses*	Total
1 Finalize ICP	\$30,622	\$100	\$30,722
2 Remedial Action Report (Draft and Final)	\$52,543	\$200	\$52,743
3 EPA Delisting Coordination	\$43,265	\$1,160	\$44,425
4 Continued Meeting Support	\$64,248	\$400	\$64,648
5 Continued Community Involvement	\$29,973	\$500	\$30,473
Total	\$220,651	\$2,360	\$223,011

Note:

Expenses represent costs associated with travel expenses, meeting supplies, report production, and postage and shipping, meals for COG Meetings, etc.

The work described herein will be conducted on a time-and-materials (not-to-exceed) basis in accordance with the terms and conditions of the CH2M Standard Agreement executed for this work with the City of Montgomery. Compensation will be on a cost reimbursement basis consistent with the Agreement and will be based on salary costs plus 115 percent of salary costs plus direct expenses. A 5 percent markup will be placed on any subcontractor or outside service.

Schedule

If authorization is received by June 14, 2019, CH2M assumes the following schedule for the deliverables described in this SOW:

- **RTC Document and Final Revised ICP Report:**
 - DEA Technical Committee Review of RTCs – completed by approximately July 1, 2019
 - DEA Executive Committee Review of RTCs– completed by approximately July 14, 2019
 - ADEM Review of RTCs- approximately July 21, 2019
 - DEA Technical Committee Review of Final ICP – approximately July 7, 2019
 - DEA Executive Committee Review – approximately July 14, 2019
 - ADEM Review of Final ICP - approximately July 28, 2019
 - ADEM approval of the Final ICP – approximately July 31, 2019
- **Draft and Final Remedial Action Report:**
 - DEA Technical Committee Review Draft RAR – approximately August 15, 2019
 - DEA Executive Committee Review Draft RAR – approximately August 30, 2019
 - ADEM Review Draft RAR- approximately September 7, 2019
 - RTCs for the Draft RAR reviewed by DEA Technical Committee – approximately October 7, 2019
 - RTCs for the Draft RAR reviewed by DEA Executive Committee - approximately October 14, 2019
 - ADEM Review of RTCs for the Draft RAR - approximately October 30, 2019
 - DEA Technical and Executive Committee Review Final RAR – approximately November 7, 2019
 - ADEM Review and approval of Final RAR- approximately November 12, 2019

CH2M Authorization 5 Cost Breakdown
May 2019

Authorization 5 Total Cost

\$223,011.00

<i>Member</i>	<i>%</i>	<i>\$</i>	<i>Credit Amount</i>	<i>Cumulative Credit</i>
State of AI	35	\$ 78,053.85	\$ -	\$ -
MWWSSB	19	\$ 42,372.09	\$ -	\$ -
City of Montgomery	26.6	\$ 59,320.93	\$ -	\$ -
Montgomery County Commission	19.4	\$ 43,264.13	\$ -	\$ -
The Advertiser (100% Credit)	0	\$ -	\$ 44,602.20	\$ 173,745.24

5-7

**ALLIANCE STEERING COMMITTEE ENDORSEMENT FOR
CH2M AUTHORIZATION 5 FOR
THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT**

This document provides the Steering Committee endorsement of the attached Scope-of-Work (SOW) and cost estimate (Dated May 29, 2019) for CH2M Authorization 5 (Final RA/IC Plan, Remedial Action Report, and EPA Delisting) for the Downtown Environmental Assessment Project. By signing this document, the Steering Committee hereby approves the SOW and associated costs (not-to-exceed \$223,011) and authorizes the City to sign/execute the attached task order and to recover costs from the DEA membership, in accordance with the Site Participation Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Community College System

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Transportation

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Water Works and Sanitary Sewer Board of the City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Montgomery County Commission, Alabama

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: The Advertiser Company

Signed: _____

Print Name: _____

Title: _____

Date: _____

**CH2MHILL****STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

CH2M HILL'S OFFICE ADDRESS: 4121 Carmichael Road Suite 400 Montgomery, AL 36106

CH2M HILL'S PROJECT NO.: 666378

PROJECT NAME: Authorization 5 - Final RA/IC Plan Remedial Action Report, and EPA Delisting Support for the Downtown Environmental Assessment Project

CLIENT: City of Montgomery

CLIENT'S ADDRESS: 103 North Perry Street Montgomery, AL 36101

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services

Scope of Services

See attached Scope of Work dated May 29, 2019

Compensation

Compensation by CLIENT to CH2M will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The budget ceiling for this scope of work is \$223,011, which shall not be exceeded without a revision to this AGREEMENT. When any budget has been increased, CH2M's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

Schedule

Assuming Notice-to-Proceed is received by June 14, 2019, CH2M anticipates the activities described in the attached Scope of Work to begin the week of June 17, 2019.

Other Terms

CH2M will monitor progress of the project and inform the CLIENT of deviations from the scope that may cause adjustments to the budget and/or work effort, if deemed necessary. CH2M is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is the CLIENT obligated to pay CH2M beyond these limits.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature _____

Name (printed) _____

Title _____

Date _____

Terry DeBiase

Manager of Projects

5/29/2019

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorized for CH2MHILL to proceed with the Services unless otherwise provided for in this AGREEMENT

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation adjustment

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 5 percent will be applied to subcontracts and outside services and a markup of zero percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certified equipment; and (3) CH2M HILL's standard project charges for computing systems and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty tort, including negligence, strict liability, statutory liability, or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Greg Clark
Executive Director

DATE: May 29, 2019

RE: FY2019 Weatherization Assistance Program (DOE 028-19)

Alabama Department of Economic and Community Affairs (ADECA) has notified our offices that the Department of Energy (DOE) Weatherization Assistance Program contract is forthcoming. The award amount to Montgomery County is \$153,658 under the Weatherization Assistance Program (DOE 028-19). This award is for 28 houses to be weatherized within Montgomery County under this program.

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

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

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

May 28, 2019

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

Dear Chairman Dean:

RE: Weatherization Assistance Program
Grant Agreement Number: DOE-028-19
Grant Amount: \$153,658.00

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

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

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

Sincerely,

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

Kay Ivey
Governor

KI/KWB/men

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

May 28, 2019

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

Dear Chairman Dean:

RE: Weatherization Assistance Program
Grant Number: DOE-028-19

I am pleased to inform you that your agency has been approved for **\$153,658.00** from the State of Alabama's Program Year 2019 Weatherization Assistance Program funds to weatherize homes in your service area.

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Kenneth W. Boswell".

Kenneth W. Boswell
Director

KWB/TW/ks

Enclosures

cc: Mr. Greg Clark, Executive Director

**SUBGRANT AGREEMENT
WEATHERIZATION PROGRAM**

Grant Agreement No.: DOE-028-19
Grant Amount: \$153,658.00

THIS AGREEMENT is entered into as of April 1, 2019, 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 two (2) attachments, as set forth and described below:

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

Subrecipient DUNS number: 099839086

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

Federal Award Date: March 28, 2019

Subaward Period of Performance Start and End Date: April 1, 2019 – March 31, 2020

Amount of Federal Funds obligated by this action to the Subrecipient: \$153,658.00

Total amount of Federal Funds obligated to the Subrecipient: \$153,658.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$153,658.00

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: Kenneth W. Boswell, Director, 334.242.8672

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 **\$153,658.00** 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, 2019, and shall complete performance to the satisfaction of the Department not later than March 31, 2020.
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 program 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.frsr.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, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.
31. **INDIRECT COSTS:** In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs

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

32. **AUDIT REQUIREMENTS:** All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their program 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, 2019	1
B: Budget Sheet	April 1, 2019	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 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 program 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 contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO.: DOE-028-19

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2019

1. The Subrecipient shall weatherize a minimum of 28 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subrecipient shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	28

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

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO.: DOE-028-19

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE (-) / INCREASE (+)	TOTAL
ADMINISTRATIVE	\$8,231.00		\$8,231.00
PROGRAM OPERATIONS	\$105,987.00		\$105,987.00
HEALTH AND SAFETY	\$27,440.00		\$27,440.00
AGENCY LIABILITY INSURANCE	\$0.00		\$0.00
TRAINING & TECHNICAL ASSISTANCE	\$5,000.00		\$5,000.00
FINANCIAL AUDIT	\$7,000.00		\$7,000.00

GRAND TOTAL: \$153,658.00

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:

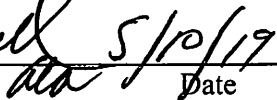
**Alabama Department of Economic &
Community Affairs**

Department

Montgomery County Commission

Subrecipient

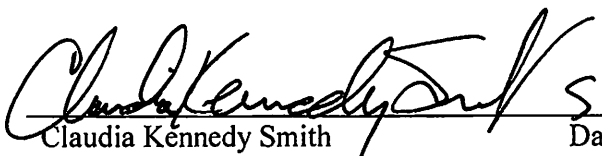

Kenneth W. Boswell
Director

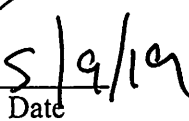

Date


Authorized Official for Subrecipient

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
General Counsel


Date

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

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. DOE 028-19

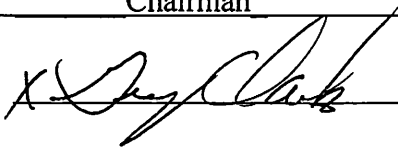
Signature: _____

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: X 

Typed Name: Greg Clark

Title: Executive Director

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

OFFICIAL SEAL

(if available)

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

X

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date X

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300

6-23



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
N/A		

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
N/A		

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

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

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

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

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

N/A

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

N/A

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

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

X
Signature

X
Date

X
Notary's Signature

X
Date

X
Date Notary Expires

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

this 29 day of May 2019.

WITNESS: X

Printed Name of Witness

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Jail 1 Repairs and Renovations-Change Order Request 2

The scope of work for the above project does not include the replacement of any lights with new LED fixtures because the replacement was planned as part of ongoing maintenance in the coming years, on a floor-by-floor basis. The project **does** include the removal and replacement of the tables and benches in the day rooms, which are permanently attached to the floor.

Lighting in the dayrooms is located above the tables, and the replacement of that lighting requires a lift. It is recommended that the lighting in the six dayrooms and two hallways be replaced with LED lighting in conjunction with the replacement of the tables to avoid removal and reinstallation of the tables and multiple rental chargers for a lift in future years. In addition, there will be cost savings associated with the LED lights. The added cost is \$56,526.16.

The original construction budget for this project, as estimated for purposes of the bond issue, was \$4,000,000. The contract bid award, after Deductive Change Order 1, was \$3,577,661. An increase of \$56,526.16 keeps the project within the budgeted amount.

I request that approval of Change Order 2 to the contract with Holley-Henley Builders, Inc., in the amount of \$56,526.16 be placed on the next agenda, subject to the approval of the County Attorney.



BALLBALL

MILAND F. SIMPLER, III, ESQ
msimpler@ball-ball.com

May 28, 2019

Donnie Mims
County Administrator,
County of Montgomery, Alabama
101 S. Lawrence Street
Montgomery, Alabama 36104
Via Email: DonaldMims@mc-ala.org

RE: *Project Agreement with C. Hager and Sons Hinge Manufacturing Co.*

Donnie:

Enclosed please find an invoice for services rendered in the above-referenced matter. In speaking with Jessica Horsley, it is my understanding that the County will be paying 40% of the \$6,528.94 invoice, for a total of \$2,611.57, and the City will be paying the remaining 60%. Please let me know if there are any questions or concerns regarding payment of this invoice.

Thank you very much for allowing us to assist the County Commission with this Project. If there is ever anything with which we may be able to assist in the future, please do not hesitate to let me know.

Best regards,

Miland F. Simpler, III

Miland F. Simpler, III

Ball, Ball, Matthews & Novak, P.A.
Attorneys at Law
445 Dexter Ave., Suite 9045 - Montgomery, AL 36104
P.O. Box 2148 - Montgomery, AL 36102-2148
Telephone (334) 387-7680 Telefax (334) 387-3222
Federal ID #63-0719888

Brenda Blalock
City Clerk, Montgomery, Alabama
103 North Perry Street
Montgomery, AL 36104

Donnie Mims
County Administrator
101 S. Lawrence Street
Montgomery, AL 36104

RE: Project Agreements

Page: 1
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

=====

**STATEMENT FOR SERVICES RENDERED
AND EXPENSES INCURRED**

=====

		Hours	
08/15/2018			
MFS	Conference with Jessica Horsley and Shelby Stringfellow re: two project agreements and related details of same.	0.60	120.00
EHW	Meet with Jessica Horsley and Shelby Stringfellow to discuss Economic Development Projects and Project Agreements.	0.60	120.00
08/17/2018			
EHW	Begin review of Project Agreement for Economic Development Projects and review Project Information and City and County incentives.	0.90	180.00
08/22/2018			
MFS	Research notice requirement for public meetings of City and County and draft Notice re: meeting to approve project agreement for Project Gear.	1.20	240.00
EHW	Continue review of publication requirements.	0.50	100.00
EHW	Review timeline for Project Gear.	0.20	40.00
08/28/2018			
MFS	Revise drafts of notices of City Council and County Commission public meetings approving project agreement for Project Gear.	0.30	60.00

City and County of Montgomery

RE: Project Agreements

Page: 2
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

		Hours	
08/29/2018			
	EHW	review publication notices and make suggested revisions, confirm meeting times	0.40 80.00
	MFS	Receipt and review email correspondence from Jessica Horsley re: modified confirmation date from Hager.	0.10 20.00
09/05/2018			
	MFS	Receipt/review of email and most recent version of Amendment 713 to confirm notice requirements of County and City prior to public meeting confirming new projects.	0.30 60.00
09/10/2018			
	EHW	Review email from Jessica Horsley re: publication and Project Agreement status and respond.	0.20 40.00
09/11/2018			
	EHW	Phone conference with with Jessica Horsley re: Project Gear	0.30 60.00
	MFS	Conference call with EHW and Jessica Horsley re: anticipated dates of project Gear approval prior to October City Council and County Commission meetings.	0.30 60.00
09/12/2018			
	EHW	Phone conference with with D. Mims, County Administrator re: Project Gear	0.30 60.00
	EHW	E mail to J. Horsley re: Project Gear timeline	0.10 20.00
	MFS	Begin drafting Project Gear Project Agreement.	2.50 500.00
09/13/2018			
	EHW	Review e mail and time line from Jessica Horsley re: Project Gear	0.20 40.00
09/14/2018			
	MFS	Receipt and review of email from Jessica Horsley re: new maintenance compliance terms for Project Gear Project Agreement.	0.10 20.00
09/20/2018			
	MFS	Continue review/revisions/drafting Gear Project Agreement.	0.50 100.00

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City and County of Montgomery

RE: Project Agreements

Page: 3
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

		Hours	
09/21/2018			
EHW	Review draft of Project Gear Project Agreement	0.50	100.00
MFS	Phone call with Jessica Horsley re: additional information for Gear Project Agreement.	0.40	80.00
09/24/2018			
EHW	review draft of Project Agreement for Project Gear, Phone conference with with Jessica Horsley re: working draft of Project Agreement and additional details	0.90	180.00
MFS	Conference call with EHW and Jessica Horsley re: additional wage, clawback, and other information required for drafting Gear Project Agreement.	0.40	80.00
MFS	Continue drafting Gear Project Agreement.	0.80	160.00
MFS	Receipt and review of State Pre-LOC from Jessica Horsley to assist with drafting Gear Project Agreement.	0.20	40.00
10/09/2018			
MFS	Email correspondence with Jessica Horsley re: status of Project Gear and moving forward with Project Agreement.	0.10	20.00
10/24/2018			
MFS	Receipt and review of correspondence from Jessica Horsley re: postponement of Project Gear decision until 2019	0.10	20.00
01/15/2019			
EHW	review communication from J. Horsley re: Update on Project Agreement status (.1) quick review of status of project agreement (.2)	0.30	60.00
MFS	Receipt and review of correspondence from Jessica Horsley re: capital investments for Project Gear and deadline for Project Agreement.	0.10	20.00
01/22/2019			
MFS	Phone call from Jessica Horsley re: capital investment and other revisions to Project Gear Project Agreement.	0.30	60.00
MFS	Revise and re-draft portions of Gear Project Agreement in accordance with conversation with Jessica Horsley.	1.70	340.00
01/28/2019			
MFS	Correspondence to Jessica Horsley attaching final draft of Gear Project Agreement.	0.10	20.00

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City and County of Montgomery

Page: 4
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

RE: Project Agreements

		Hours	
02/11/2019			
MFS	Revise Public Notices re: City and County public meetings and send to Jessica Horsley and Dennis Hinson.	0.30	60.00
MFS	Phone call from Jessica Horsley re: status of GEAR Project.	0.40	80.00
02/20/2019			
MFS	Review of Hager revisions to Project Agreement.	0.50	100.00
02/21/2019			
MFS	Call from Jessica Horsley re: Hager revisions to Project Agreement and deadlines for public notice prior to City and County meetings in March.	0.40	80.00
MFS	Draft all revisions to Project Agreement proposed by Hager.	0.50	100.00
MFS	Correspondence to City, County, Chamber, and Hager representatives re: final draft of Project Agreement and notice deadlines.	0.20	40.00
02/22/2019			
EHW	review e mails between parties and from F. Cauthen and D. Mims re: project Agreement and publication (.3) review draft of Project Agreement (.4)	0.70	140.00
02/25/2019			
MFS	Phone call to Jessica Horsley re: notice deadlines and getting Project Gear on City and County agendas.	0.50	100.00
MFS	Revise public notice drafts and correspondence to Hager representatives re: same for approval.	0.30	60.00
MFS	Receipt and review of correspondence from Michael Cook of Hager Co. re: language of public notices re: City Council and County Commission meeting.	0.10	20.00
02/26/2019			
EHW	discuss status of Project Agreement and Public notice with M. Simpler re: Project Gear (.4)	0.40	80.00
MFS	Travel to Hager plant for tour and meeting with Hager representatives to discuss public notice and Project Agreement; tour with County Commissioners Harris and Sankey, and return to office.	2.10	420.00
MFS	Email correspondence with Hager representatives re: revisions to public notice drafts for approval.	0.10	20.00
MFS	Revisions to public notice following Hager meeting and		

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City and County of Montgomery

Page: 5
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

RE: Project Agreements

		Hours	
	MFS email correspondence to Jessica Horsley re: same.	0.20	40.00
	MFS Conference with Ham Wilson to discuss status of Project Agreement, public notice, and meeting at Hager Plant with County Commissioners.	0.40	80.00
02/27/2019			
	MFS Receipt and review revisions to public notices and Project Agreement from Hager reps and Jessica Horsley, make revisions, and circulate same for approval.	0.30	60.00
	MFS Multiple calls with Brenda Blalock re: getting Project Gear on agenda for 3/5 meeting.	0.20	40.00
	MFS Multiple phone calls with Jessica Horsley re Project Gear appearing on City agenda for 3/5 session.	0.70	140.00
	MFS Correspondence with Jessica Horsley re: phone calls with Brenda Blalock on getting on agenda.	0.10	20.00
02/28/2019			
	MFS Call from Kim Fehl re: agenda and executive session for 3/5/19 City Council meeting.	0.10	20.00
03/01/2019			
	MFS Receipt and review of correspondence from Jessica Horsley and Hager representatives re: approaching dates for public notice and City Council meetings.	0.10	20.00
03/04/2019			
	MFS Phone call to Donnie Mims re: having Project Gear on 3/11/19 County Commission agenda.	0.10	20.00
	MFS Email correspondence to Florence Cauthen re: time slot for County Commission agenda.	0.10	20.00
	MFS Email correspondence with Jessica Horsley re: agenda setting for 3/11/19 County Commission hearing.	0.10	20.00
03/05/2019			
	MFS Conference with Jessica Horsley, Shelby Stringfellow, and Hager representatives to discuss City Council public meeting, executive session, public notice deadlines, and upcoming County Commission meeting.	0.40	80.00
03/07/2019			
	MFS Prepare Executive Summary of Hager Project Agreement as requested by Mayor and City Council.	0.90	180.00
	MFS Email correspondence to Mayor, Elton Dean, and other City		

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City and County of Montgomery

RE: Project Agreements

Page: 6
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

		Hours	
	and County representatives re: Executive Summary.	0.10	20.00
MFS	Calls and email correspondence with Montgomery Advertiser re: publication of public meeting notice as required by Amendment 713.	0.20	40.00
03/09/2019			
MFS	Receipt and review proof of public notice from Montgomery Advertiser.	0.10	20.00
MFS	Call to Jessica Horsley re: public notice and compliance with Amendment 713.	0.20	40.00
MFS	Email correspondence with Jessica Horsley re: Montgomery Advertiser proof.	0.10	20.00
MFS	Email to Kim FehI, Brenda Blalock, Elton Dean, Florence Cauthen, and Donnie Mims re: proof of notice and compliance with Amendment 713 provision re: same.	0.20	40.00
03/12/2019			
MFS	Email correspondence with Jessica Horsley re: confirmation of being placed on City and County public meeting agendas and public notice of County meeting.	0.10	20.00
MFS	Email correspondence with Jessica Horsley and Hager reps re: final draft of Project Agreement.	0.10	20.00
03/13/2019			
MFS	Email draft of notice of 3/25 public meeting of County Commission for publication in 3/18/19 edition of Montgomery Advertiser.	0.10	20.00
03/14/2019			
MFS	Multiple emails with Jessica Horsley, Brenda Blalock and Kim FehI re: submission of resolution, review of same, and confirmation of same being placed on 3/19 agenda for public vote.	0.40	80.00
MFS	Email correspondence with Florence Cauthen confirming place Hager Project Agreement on 3/25 agenda of County Commission for public vote, and need for resolution to be submitted to Commission.	0.20	40.00
MFS	Phone call to Montgomery Advertiser to confirm publication of County Commission Notice of Public Meeting in 3/18/19 edition of Advertiser.	0.10	20.00
MFS	Revise draft of City Council Resolution to reflect County terminology to be submitted for review and vote by County Commission at 3/25/19 public meeting.	0.20	40.00

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City and County of Montgomery

RE: Project Agreements

Page: 7
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

		Hours	
03/15/2019			
MFS	Receipt and review proof and invoice of public notice re: 3/25 County Commission meeting from Montgomery Advertiser, and email correspondence to Jessica Horsley re: same.	0.10	20.00
03/18/2019			
MFS	Email correspondence with Jessica Horsley and Shelby Stringfellow re: confirmation of County notice, confirmation of County agenda, and 3/25 County meeting.	0.10	20.00
MFS	Multiple email correspondence with Florence Cauthen re: confirmation of County agenda and submission of resolution for 3/25 meeting.	0.30	60.00
MFS	Preparation and revisions to County Commission resolution re: Hager Project.	0.20	40.00
03/19/2019			
MFS	Email correspondence with Jessica Horsley and Hager representatives re: signatures to Project Agreement.	0.10	20.00
03/20/2019			
MFS	Phone call and correspondence with Florence Cauthen re: proof of publication of Notice of public County Commission meeting.	0.20	40.00
03/21/2019			
EHW	Phone conference with with D. Mims re: County agenda to approve Project Agreement.	0.20	40.00
MFS	Phone call from Donnie Mims requesting proof of publication of notice re: 3/25/19 County Commission meeting.	0.10	20.00
03/25/2019			
EHW	Review Publication Notice re: Project proposal and confirm County Commission approval	0.30	60.00
MFS	Receipt and review of Affidavit of Publication from Montgomery Advertiser.	0.10	20.00
MFS	Email correspondence with Jessica Horsley and Hager representatives re: final copy of Project Agreement for signatures.	0.10	20.00

City and County of Montgomery

RE: Project Agreements

Page: 8
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

		Hours	
03/26/2019			
MFS	Receipt and review of correspondence from Jessica Horsley re: circulation of final Project Agreement to City and County officials for signatures.	0.10	20.00
04/09/2019			
MFS	Email correspondence with Jessica Horsley re: status of signed and executed Project Agreement.	0.10	20.00
04/10/2019			
MFS	Receipt and review of signed and executed Project Agreement from Jessica Horsley.	0.10	20.00
	For Current Services Rendered	29.90	5,980.00

FEE SUMMARY

		<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
E. Hamilton Wilson	Attorney	7.00	\$200.00	\$1,400.00
Miland Simpler	Attorney	22.90	200.00	4,580.00

09/19/2018	Photocopies	3.78
09/20/2018	Photocopies	7.56
09/24/2018	Photocopies	7.56
02/20/2019	Photocopies	3.06
02/20/2019	Photocopies	3.06
02/26/2019	Photocopies	9.18
03/05/2019	Photocopies	6.12
04/10/2019	Notice of Public Meeting	508.62
	Total Expenses and Advances	548.94
	Total	6,528.94
	Balance Due	<u>\$6,528.94</u>

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Montgomery Advertiser

PART OF THE USA TODAY NETWORK

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: BALL, BALL, MATTHEWS & NOVAK

Ad No.: 0003442086

Address: 445 DEXTER AVE STE 9045
MONTGOMERY AL 36104
USA

Pymt Method Invoice

Net Amt: \$255.78

Phone: (334) 387-7680

Run Times: 1

No. of Affidavits: 0

Run Dates: 03/18/19

Text of Ad:

NOTICE OF PUBLIC MEETING
NOTICE IS HEREBY GIVEN that at 8:00 a.m. on Monday, March 25, 2019, the Montgomery County Commission ("Commission") for Montgomery County, Alabama ("County") will hold a regular meeting in the Commission's chambers located at 101 South Lawrence Street in Montgomery, Alabama. Such regular meeting will constitute a public meeting. One of the purposes of the public meeting will be to consider, discuss, vote upon, and take action on the adoption of a resolution (A) approving and authorizing (i) the granting of a monetary incentive in the amount of \$100,000 from the County to C. Hager and Sons Hinge Manufacturing, Co., upon certain conditions being met, as an advance credit against capital expenditures to be made by C. Hager and Sons Hinge Manufacturing, Co. for purposes of C. Hager and Sons Hinge Manufacturing, Co. locating, constructing, furnishing and equipping a manufacturing and distribution facility with new manufacturing equipment within the County limits, and (B) ratifying, authorizing, and approving the execution, delivery and performance by the County of the Project Agreement to be entered into by and among the City of Montgomery, the County and C. Hager and Sons Hinge Manufacturing, Co. ("Project Agreement"). These credits and things of value are in consideration of, among other items, the agreements of C. Hager and Sons Hinge Manufacturing, Co. to expend approximately \$22,000,000 in capital investment for the design, engineering, construction, furnishing and equipping of the Project and to employ 254 Full-Time Employees, in total, at established levels of wages and to maintain such employment levels for periods of time as specified in the Project Agreement, and Hager Company's agreement to repay certain amounts if construction of the Project is not announced (as defined in the Project Agreement) or operations are not commenced (as defined in the Project Agreement) at the Project within the certain time periods or if target levels of employment at established wage rates are not met or maintained or if other conditions contained therein are not met. The County believes that the construction, equipping and furnishing of the Project and the additional improvements thereto will, inter alia, have at least the following public benefits: promote and continue economic and industrial development within the county, create additional jobs, increase median wage rates, expand the tax base and otherwise promote the health, welfare and prosperity of the citizens of the County. The identity of the business entity for whose benefit the County proposes to use and grant public funds is C. Hager and Sons Hinge Manufacturing, Co., an Alabama corporation. This notice is being given in accordance with Amendment 713 of the Alabama Constitution of 1901, as amended, as the expenditure of funds by the County is for the purpose of promoting local economic and industrial development within the corporate limits of the County.

Given on this 18th Day of March 2019

MONTGOMERY COUNTY COMMISSION
Mont. Adv. 3/18/2019
3442086

8-10



STATE OF ALABAMA

DEPARTMENT OF PUBLIC HEALTH

SCOTT HARRIS, M.D. • STATE HEALTH OFFICER

EAST CENTRAL DISTRICT

May 22, 2019

Donald L. Mims
Montgomery County Administrator
101 S. Lawrence Street
Montgomery, AL 36102

Dear Mr. Mims:

Per our recent conversations and in accordance with Act Numbers 55-298 and 57-677 regarding the membership of the Joint Public Charity Hospital Board (JPCHB), I am writing to request an appointment and multiple reappointments as follows:

- Mr. Robert H. Steindorff of Pike Road (resume attached) is willing to be appointed to fill the position vacated by Dr. Lynn Beshear.
- Dr. Albert Holloway, Dr. James Armstrong, and Ms. Mary B. Weidler are all willing to be reappointed for another term.

If these appointments are acceptable and approved, all members of the JPCHB will be in place as defined in the aforementioned Acts. I am willing and shall continue to serve in my permanent role pursuant to my duties as the East Central District Administrator for the Alabama Department of Public Health, including Montgomery County and the Montgomery County Health Department. Tommie Ellis and Henry A. Frazier continue to serve until their current terms expire October 5th of this year.

If you have any questions at all, please call me at 334-293-6477.

Sincerely,

Richard Burleson, MBA, MPH
East Central District Administrator

Attachments

RESUME

Robert H. Steindorff
2717 Marler Road
Pike Road, AL 36064
Cell: (334) 799-8118

EDUCATION: Bachelor of Industrial Engineering (BSIE) with courses in Business
Auburn University 1973 - 1977
Auburn, AL

Activities: Lambda Chi Alpha Fraternity
American Institute of Industrial Engineers
Student Government Association

Attended Executive Management School at the Columbia University
Graduate School of Business in New York.

PROFESSIONAL BACKGROUND:

8/93 - Present Southern Handling Systems, Inc.
Montgomery, AL
President
..... SHS was developed upon the retirement of the owner of Less Handling Systems. The primary focus is on storage, conveyor and other materials handling systems as a representative of a number of materials handling equipment manufacturers. The early years were devoted to working with the Department of Defense and regional industry relating to applications involving material handling. Most recently, considerable time has been spent in the automotive industry providing turnkey services to Hyundai and their suppliers including plant layouts, materials handling, engineering, systems procurement, equipment installation and project management.

1/91 - 7/93 Less Handling Systems, Inc.
Montgomery, AL
Regional Manager
..... Regional Manager for Parent Company of Integrated Handling Systems after IHS was dissolved. Responsibilities included sales, estimating, project management and project engineering.

- 6/86 - 12/90 Integrated Handling Systems, Inc.
 Montgomery, AL
 General Manager
 General manager of a Systems Integration Group capable of
 providing sales, engineering, manufacturing and installation of
 materials handling systems. Responsibilities included sales, business
 development, estimating, project management and project engineering.
- 2/81 - 6/86 Blount Brothers Corporation (General Contractor)
 Montgomery, AL Home Office
 Contracts Manager
 Performed necessary administrative functions including developing
 Cost To Complete Reports, negotiating subcontract settlements and
 estimating. Worked on several projects including a \$45 million hotel/
 retail development in downtown Boston, MA and a \$35 million office
 building for the GSA in Portland, OR.
- 11/77 - 10/80 General Electric Company
 Bridgeport, CT
 Sales Engineer
 Completed assignments in various product departments and sales
 including:
 * Industrial Sales Division; Houston, TX (industrial motor and control)
 * General Purpose Controls; Bloomington, IL (industrial controls)
 * Speed Variator Dept.; Erie, PA (AC & DC adjustable speed drives)
 * Distributor Sales Div.; Greenville, SC (electrical control products)

ACTIVITIES: Member and Deacon at First Baptist Church of Montgomery, AL

Pike Road Town Council since 2005

Joint Public Charity Hospital Board

Members:

Term Expires:

Tommie Ellis
643 Sullivans Trace
Montgomery, AL. 36105
Phone: 322-0292

10/5/2019

Henry A. Frazer
500 Cherry Hill Place
Montgomery, AL 36117
Cell: 296-1441
Work: 265-2700
Home: 271-1678

10/5/2019

* Dr. Albert Holloway, Chairman
687 Timberlane Road
Pike Road, AL 36064
Phone: 288-0009

10/5/2017

* Lynn Beshear
Envision2020
600 S Court Street
Montgomery, Alabama 36106
Work: 269-0224
Cell: 462-0220

10/5/2017

* Mary B. Weidler
1722 Hill Hedge Drive
Montgomery, AL 36106

10/5/2018

* Dr. James Armstrong
2107 Allendale Road
Montgomery AL 36111
334-224-0468

10/5/2018

Richard Burleson (293-6400)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years

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

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointments to the Board of Equalization

The Montgomery County Commission, at its meeting on May 20, 2019, discussed appointments to the Board of Equalization. Commissioner Sankey recommended Mr. Terry S. Gray, BS, MBA, ACA and Mr. Dennis Barnes, Broker with Keys Realty as appointees.

Since the last Commission meeting, Chairman Dean has requested for Mr. Johnny Baker to be considered as an appointee.

The Commission will be discussing this item at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE



VERNON BARNETT
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner
MICHAEL D. GAMBLE
Deputy Commissioner
DONALD J. GRAHAM
Deputy Commissioner

March 1, 2019

HTGY CO. COMMISS
MAR 8 '19 AM 8:38

TO ALL COUNTY GOVERNING BODIES

As you know, Section 40-3-2, Code of Alabama 1975, requires that each county governing body, shall nominate three persons for consideration in the selection of a County Board of Equalization. One member of the Board of Equalization is to be chosen from the list submitted by your body.

The task of creating a board to pass upon all property assessments is a matter of the highest importance; and the state is interested just as much as the county. You are urged to suggest the best possible type of citizenship for this responsibility.

You are requested to submit your nominations on the official form which is enclosed, so that the intent of the law will be fully carried out. Your attention is called to the fact that a person should be nominated by only one nominating body. It will be appreciated if you will confer with the County Board of Education and the municipalities, so that duplicate nominations will be avoided.

You will note that these nominations are for the new four-year term beginning October 1, 2019.

It will be greatly appreciated if you will return these nominations by August 15, 2019 in order that lists of all boards may be announced in ample time.

Sincerely yours,

Vernon Barnett
Commissioner

VB:dj

Enclosure

COUNTY

OFFICIAL REPORT
Nominations for the
County Board of Equalization
Term beginning October 1, 2019

STATE OF ALABAMA)
)
_____ County)

To the State Commissioner of Revenue
Montgomery, Alabama

We, the undersigned members of the County Commission, or other governing body of this county, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Alabama 1975, each nominee is a resident of this county, is an owner of taxable property located within this state, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

- | | |
|----------|---------------------------|
| 1. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |
| 2. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |
| 3. _____ | Name (As usually signed) |
| _____ | Exact Post Office Address |

Signatures of all members of
County Commission
or other governing body.

DATE: _____, _____

Board of Equalization

Members:

Recommended by:

Term Expires:

Leu Hammonds
5336 Loisa Lane
Montgomery, AL 36108
Home: 334/281-6429

Board of Education

9/30/2019

C. Arthur Steineker
2401 E. Cloverdale Park
Montgomery, AL 36106
Phone: 334/300-3503

County

9/30/2019

Mitchell Dubina
9054 Huron Court
Pike Road, AL 36064

City

9/30/2019

Attorney: Mark Anderson, III

Term: 4 years

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: GIS & Cadastral Mapping
DEPARTMENT HEAD: Todd Grant
SUPERVISOR: Todd Grant

POSITION INFORMATION:

Position Title Mapper
Position Number TBD
Pay Grade A08 Pay Range \$45,440 - \$67,894
Proposed Effective Date July 1, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The needs of the Department have changed from needing a Mapping Technician who primarily serves a customer service role to needing an experienced Alabama Certified Mapper who can perform the more technically complex cadastral mapping duties of interpreting instruments of conveyance for the purpose of entering them into the county's geographic information systems software and computer assisted mass appraisal software. This is to request a Mapper position and inactivate the Mapping Technician position.

Todd Grant
Department Head

Date 5/23/2019

FINANCIAL IMPACT:

The estimated increase to the 2019 budget is \$2,686 which will be covered by department vacancies.
The estimated increase to the 2020 budget is \$11,640.

Sherrill Thomas
Finance Director

Date 5/28/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

July 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Unbudgeted position fill request

Attached hereto, please find the unbudgeted position fill request form.

The customer service aspect of the GIS / Cadastral Mapping Dept. has seen a decline in the number of people who come into our office for assistance due to the amount of content that is available through the county's website. The present personnel need is to have the staff of the department primarily focused on and dedicated to the reading and interpreting of deeds, plats and other recorded instruments and entering the relevant information into the county's cadastre. I request that consideration of the unbudgeted position fill request be placed on the next agenda.

RTG

Attachment

*cadastre: an official register of the quantity, value, and ownership of real estate used for apportioning property taxes in a given jurisdiction.



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

MEMORANDUM

TO: Chairman Elton Dean, Montgomery County Commission
Donald Mims, County Administrator

FROM: Daryl Bailey, District Attorney *DB*

DATE: May 28, 2019

SUBJECT: Designated Fund Request

This summer we will host rising 6th grade students who are participating in the Junior Police Academy Program. As you know, engagement with our youth is very important to this office and our participation in the Junior Police Academy is a continuation of those outreach efforts. The goal of the program is to help students interested in law enforcement gain a greater understanding of the skills they need to be successful in judicial-related careers.

We are hosting Junior Police Academy cadets on **June 4 and July 16**. We will spend a full day with the cadets, in which we teach them about various components of the Criminal Justice System. In addition, we will discuss topics such as bullying and peer pressure and provide information and positive alternatives for handling bad activities/situations.

The culmination of the day will be a Mock Trial exercise where the cadets will have the opportunity to showcase what they have learned in an actual courtroom. They will take on the roles of judge, attorneys, witnesses, bailiff and the jury, among others. I am requesting \$500.00 from the Commission to help fund food and beverages for the program.

Your support of this activity is greatly appreciated. I also encourage you to join us on June 4 or July 16 if your schedule permits. I truly believe we are making a difference in the lives of our children.

MEMORANDUM

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

FROM: James Williams, Parks and Recreation Director 

DATE: May 29, 2019

RE: New Park Status Report and Naming - Located on Old Selma

This memorandum is a developmental status report of the new park site located on Old Selma Road. Currently, the park is ready for site development and clearance work.

In addition, there is a naming opportunity for the new park site by the County Commission. A name for the new park site needs to be obtained within the next four weeks to maintain development timetables.

The Parks and Recreation Department is requesting the County Commission to take the necessary steps to name the park located on Old Selma Road.

Midtown Montgomery Neighborhood Alliance

P.O. Box 3815

Montgomery, Alabama 36109

Donald Mims

County Administrator

Montgomery County, Al.

Sir:

I respectfully request to be put on the County Commission meeting agenda
June 3, 2019.

I want to discuss/request a vote be taken on changing the time/date of future
commission meetings.

Respectfully,

Crews Reaves

MMNA President

(334)202-8194 cell

Tammy Nix

From: Linnea Conely <linnea.conely@questiacorps.com>
Sent: Monday, May 27, 2019 2:43 PM
To: Donald Mims
Subject: Info for Commissioners' packets for June 3 meeting
Attachments: Stepping Up Innovator County Fact Sheet.docx; QC Proposal to Montgomery County for Stepping Up Innovator County Management Services_6-3-2019.docx

Good afternoon,

Please find the info regarding Stepping Up Innovator Counties for the Commissioners' packets attached. There is a one page fact sheet about Innovator Counties and a proposal for services. Let me know if you have any questions. I will be there on June 3 at Aldersgate, ready to speak at 5:30 PM. Thank you.



Linnea Haren Conely
CEO
334.590.6164
www.questiacorps.com

A'a i ka hula, waiho i ka maka'u i ka hale – (*Dare to dance, leave shame at home.*)



A national initiative to reduce the number of people with mental illness in jail that recognizes real change will come at the state and local level.

Opportunity: Innovator County

- In 2015, Montgomery County Commission passed the Stepping Up resolution
- In 2016, Montgomery County was invited through a highly selective process to attend the first Stepping Up Summit in Washington, DC
- Also in 2016, Montgomery County Sheriff's Office was awarded a Justice and Mental Health Collaboration Program (JMHCP) grant (Stepping Up was a factor)
- In 2017, Montgomery County was invited to attend the SAMHSA Best Practices Implementation Academy for Reducing the Number of Mentally Ill Who Go to Jail (only 14 counties invited nationwide) and invited to follow-up at NACo conference
- **Now: Montgomery can become an Innovator County because it:**
 1. Has established a shared definition of SMI for its Stepping Up efforts that is used throughout local criminal justice and behavioral health systems;
 2. Uses a validated mental health screening tool (Brief Jail Mental Health Screen) on every person booked into the jail and refers people who screen positive for symptoms of SMI to a follow-up clinical assessment by a licensed mental health professional; and
 3. Records clinical assessment results and regularly reports on this population.

There are only 11 Innovator Counties nationwide right now:

Berks County, PA	Johnson County, KS
Calaveras County, CA	Lubbock County, TX
Champaign County, IL	Miami-Dade County, FL
Douglas County, KS	Pacific County, WA
Franklin County, OH	Polk County, IA
Hennepin County, MN	

(<https://stepuptogether.org/innovator-counties>)

To take advantage of this opportunity, Montgomery County will need to commit resources towards data collection, analysis, and reporting beyond the JMHCP grant (funding ends 9/30/2019).



PROPOSAL TO MONTGOMERY COUNTY FOR STEPPING UP INNOVATOR COUNTY DATA ANALYSIS SUPPORT

June 3, 2019

PROPOSAL

Questia Corps LLC submits this proposal for data analysis, reporting, and sustainability planning in support of Montgomery County's status as a Stepping Up Innovator County

Linnea M. Conely, CEO

(334) 590-6164

linnea.conely@questiacorps.com

www.questiacorps.com

QUESTIA CORPS LLC PROPOSAL FOR STEPPING UP INNOVATOR COUNTY DATA ANALYSIS SUPPORT

June 3, 2019

OVERVIEW

1. Project Background and Description

Through its financial support to Envision 2020, Montgomery County helped to fund Envision's Healthy Minds Network (HMN) collective impact initiative to increase access to quality mental healthcare for everyone in Montgomery County. As part of the HMN initiative, Montgomery County signed on to the national Stepping Up (to reduce the number of mentally ill who go to jail) initiative, passing the Stepping Up resolution in 2015. Envision also managed Montgomery's Stepping Up initiative. Due to the success of the Healthy Minds Network and Stepping Up, Envision's Executive Director, Lynn Beshear was appointed to serve as Alabama's Commissioner of Mental Health in 2017. Consequently, Envision 2020 was dissolved and no other entity has been identified to continue its work in support of Stepping Up.

Montgomery County has now been offered the opportunity to become a Stepping Up Innovator County based on the past work led by Envision. An Innovator County is a county that has not only passed the Stepping Up resolution but also meets the following three data collection/reporting criteria:

1. Establish a shared definition of SMI for your Stepping Up efforts that is used throughout local criminal justice and behavioral health systems;
2. Use a validated mental health screening tool on every person booked into the jail and refer people who screen positive for symptoms of SMI to a follow-up clinical assessment by a licensed mental health professional; and
3. Record clinical assessment results and regularly report on this population.

(<https://stepuptogether.org/innovator-counties>)

Questia Corps LLC was under contract with Envision 2020 to provide data analysis and program management support services for HMN and Stepping Up, and recognizes the County's need for continued quality data analysis and reporting. Questia Corps proposes to continue serving as a liaison to the national Stepping Up initiative on behalf of Montgomery County (a role it played under contract with Envision) and continue the current data collection and analysis support it provides in support of the County Sheriff's Office's Justice and Mental Health Collaboration Program grant whose funding will end September 30, 2019. Questia Corps will also assist the County with developing a sustainability plan for how it will continue to support Stepping Up in the future through collaborate agreements with appropriate community organizations. This proposal is considered valid for a period of two months from today's date (June 3, 2019).

2. Project Scope

Questia Corps proposes a project period of nine months that begins as the Sheriff's Office grant funding ends in October 2019 and continues through June 2020. This time frame should allow for standardization of data collection and analysis processes in alignment with Innovator County status, as well as the development of a Stepping Up Community of Practice composed of members of County government and community organizations who will continue to support Montgomery County as a Stepping Up Innovator County into the future.

3. Deliverables and Assumptions

The Questia Corps solution will provide the following:

- Monthly status updates to the Montgomery County Commission:
 - Written updates submitted monthly
 - Oral updates at County Commission meetings approximately once per quarter during the project period (suggested dates: December 2019, March 2020, June 2020)
- Coordination of Montgomery County's Stepping Up initiative
 - Questia Corps will
 - Serve as Montgomery County's point of contact to the National Stepping Up initiative, handling all requests for information
 - Represent Montgomery County on Stepping Up calls, making presentations as requested, as well as ensuring other members of County government, the Commission, and relevant community organizations are made aware of their opportunities to participate in Stepping Up calls and events
 - Manage the Stepping Up Montgomery Facebook page (www.facebook.com/steppingupmcm) and promote the initiative's activities through frequent posts
 - Ensure that relevant data is communicated to all stakeholders in support of Stepping Up's four goals and six questions community leaders need to ask
 - Inform County leadership of all opportunities for funding and technical assistance related to Stepping Up, especially those unique to Innovator Counties
- Reconvene some of the previous members of the Healthy Minds Network whose interests align with Stepping Up into a vibrant Community of Practice (Assumption: This Community of Practice will form some sort of formalized agreement defining the scope of their collaboration in support of Montgomery County's Stepping Up Innovator County status):
 - Questia Corps will
 - Convene current stakeholders and provide meeting planning and facilitation services (for a maximum of three face-to-face or conference call meetings at a location provided by one of the organizations present at the meeting, plus three "pre-meeting" and three "post-meeting" emails to all invitees/participants.
 - Prepare and present relevant data to members during these meetings
 - Facilitate meetings in a manner that builds trust among members and increases their data-driven decision-making skills

- Build an online repository of relevant documents and resources for the Community of Practice (such as, but not limited to, meeting agendas and minutes, data reports, grant opportunities, and case studies)
- Facilitate an MOU or other formalized agreement among stakeholders (this includes sample language and discussion time during meetings; however, it is the responsibility of each member organization to get approval and signatures needed for the document to take effect).

4. Project Timeline

Upon a signed contract, work will begin immediately. It is anticipated that this work will begin on October 1, 2019 and end on June 30, 2020.

5. Summary of Deliverables and Cost

The cost for this project has been determined based on an estimate of the hours required to produce each deliverable at the federally approved hourly consulting rate of \$81.25 used with federal grantees. The total hours estimated are 184 with a total cost of \$14,950. The following table summarizes each deliverable and its estimated hours and cost.

Deliverable	Activities	Approximate Hours	Total Cost @ \$81.25/hr
Status Updates to the County Commission to include both progress and opportunities	9 written updates 3 oral updates at County Commission meetings	9 hours (1 per month)	\$731.25
Data collection, analysis, and reporting required of Innovator Counties	1. Establish a shared definition of SMI for your Stepping Up efforts that is used throughout local criminal justice and behavioral health systems 2. Use a validated mental health screening tool on every person booked into the jail and refer people who screen positive for symptoms of SMI to a follow-up clinical assessment by a licensed mental health professional 3. Record clinical assessment results and regularly report on this population.	135 hours (15 per month)	\$10,968.75

Deliverable	Activities	Approximate Hours	Total Cost @ \$81.25/hr
Management and Coordination of Montgomery County's Stepping Up initiative with status as an Innovator County	Serve as Montgomery County's point of contact during the transition period Ensure adequate representation from Montgomery during calls, meetings, and presentations hosted by Stepping Up Manage the Montgomery County Stepping Up Facebook page	27 hours (3 per month)	\$2,193.75
Facilitation of former members of the Healthy Minds Network initiative into a Community of Practice in order to promote the sustainability of Montgomery's Stepping Up Innovator County status	Convene stakeholders for a maximum of three meetings Assist with development of MOU to define collaboration required for ongoing support of Stepping Up by community organizations Build online knowledge repository	13 hours	\$1,056.25
Total		184	\$14,950

BIO

Linnea M. Conely, CEO

Linnea Conely is the founder and CEO of Questia Corps, LLC, a social impact consulting group that specializes in strategy, communication, and evaluation for social change. From 2013-2017, Linnea served as the lead coordinator of the River Region Healthy Minds Network, a Collective Impact initiative focused on increasing access to quality mental healthcare. Prior to forming Questia Corps, she worked with community groups as a senior consultant at Auburn University at Montgomery, and began her career as an Instructional Designer at IBM, serving clients such as GE, Cisco, AT&T, and the U.S. Census Bureau. Linnea's skills include strategic planning, data-driven storytelling, building communities of practice, community indicator development, and civic engagement.

Linnea holds a Master of Regional Planning in City and Regional Planning from Cornell University, a Master of Education in Instructional Technology from Kent State University, and a Master of Liberal Arts in English from Auburn Montgomery. She also holds a graduate certificate in Adult Education from Auburn University and is currently in its Ph.D. program in Adult Education.

Summary of Stepping Up, Data Driven Justice, and Post-Incarceration Case Management (PICM) Conferences and Presentations

- **National Stepping Up Summit (April 2016) in Washington, D.C.**
 - Linnea Conely (Team Lead)
 - Captain Gayle Atchison, Montgomery County Sheriff's Office, Division Commander for the Legal Services Division
 - Paul Brown, Executive Director, Montgomery County Community Corrections
 - Senator Clyde Chambliss, Alabama District 30
 - Pamela Esposito, Nursing Director, Crossbridge Behavioral Health
 - Commissioner Dan Harris, Vice Chairman of the Montgomery County Commission
 - Commissioner Carnell McAlpine, Lowndes County Commission
 - Henry Parker, Executive Director, Montgomery Area Mental Health Authority
 - Commissioner Stephanie Daniels Smoke, Elmore County Commission
- **Data Driven Justice Convening at the White House (June 2016) in Washington, D.C.**
 - Linnea Conely (Team Lead)
 - Sheriff Derrick Cunningham, Montgomery County
- **Association of County Commissions of Alabama (December 2016) in Montgomery, AL**
 - Linnea Conely (Presenter) "Healthy Minds Network/Stepping Up"

- **Data Driven Justice Convening (January 2017) in Salt Lake City, UT**
 - Linnea Conely (Montgomery County representative)
- **SAMHSA Best Practices Implementation Academy for Reducing the Number of Mentally Ill Who Go to Jail (June 2017) in Washington, D.C.**
 - Linnea Conely (Team Lead)
 - Judge Pamela Higgins, Presiding District Judge for the 15th Judicial Circuit in Montgomery
 - Dr. Chris Hope, Psychiatrist, Grayson and Associates/Crossbridge Behavioral Health
 - Aylia McKee, Director Montgomery County Public Defenders Office
- **Stepping Up Rural Counties Network Call (June 2017)**
 - Linnea Conely (Presenter) "How is the Alabama River Region Stepping Up?"
- **National Association of Counties Annual Conference/Stepping Up Summit (July 2017) in Columbus, OH**
 - Linnea Conely (Team Lead)
 - Paul Brown, Executive Director, Montgomery County Community Corrections
 - Pam Hall, Chief Operating Officer, Montgomery Area Mental Health Authority
- **Alabama Department of Mental Health Peer Review: Post-Incarceration Case Management (PICM) Program (September 2017) in Montgomery, AL**
 - Linnea Conely (Presenter) "Community Benefits"
 - Henry Parker, Executive Director, Montgomery Area Mental Health Authority
 - Paul Brown, Executive Director, Montgomery County Community Corrections
 - PICM Case Manager and Consumer Panel
- **48th Annual Alabama County Government Institute (June 2018) in Prattville, AL**
 - Linnea Conely (Moderator and Panelist) "Stepping Up": National Initiative to Reduce the Number of People with Mental Illnesses

Montgomery Cold Case Task Force Interagency Agreement

This Agreement made and executed this _____ Day of _____, 2019 by and between the Montgomery Police Department (MPD) and the Montgomery County Sheriff's Office (MCSO), each of which is sometimes referred to herein individually as an "agency" and collectively as the "agencies".

PURPOSE

The purpose of this document is to familiarize and certify, in written form, that the above-mentioned Agencies have agreed to work in conjunction with each other to solve cold cases. The **Montgomery Cold Case Task Force** is to be the voice of victims of unsolved violent crimes and bring a resolution to their families and community through continued professional investigations. The goal of the Cold Case Unit is to state with confidence that everything that can be done to solve the case either is being done or has been done.

The Montgomery Cold Case Task Force will:

1. Identify and investigate unsolved homicides not actively being investigated and/or assigned to a Homicide Investigator. This may be expanded to include other crimes at the discretion of the Division Commander or by request of the Montgomery Police Chief's Office or the Montgomery County Sheriff's Office.
2. Evaluate, assess, and document any Cold Case or related offense in which the potential for scientific analysis of untested evidence is available.
3. Coordinate with the Department of Forensic Science (DFS) in the identification, testing, and preservation of any evidence related to any unsolved Cold Case.
4. Conduct timely, complete, and appropriate follow up on Cold Case crimes in which a suspect has subsequently be identified.
5. Assist, upon request, other law enforcement agencies from outside jurisdictions that are investigating cold cases and that may be of concern within the City or County of Montgomery.
6. Assist Detectives within the respective Bureau's City and County with high profile case investigations at the discretion of the Division Commander, to include homicide, sexual assaults and suspicious missing persons.

7. Coordinate and consult with the Prosecuting Attorney's Office on the submission and prosecution of Cold Case offenses.
8. This Task Force will operate under the Montgomery Police Department's Cold Case Unit Standard Operating Procedure.

Staffing and Offices

The Task Force will be under the supervision of the Montgomery Police Department's Criminal Investigations Division Commander. The Montgomery Police Department will provide a minimum of one (1) supervisor and one (1) investigator. The Montgomery County Sheriff's Office will provide a minimum of one (1) investigator. During the period of assignment each Agency will remain responsible for the salaries and benefits, including overtime, of the officers assigned to this Task Force and for making payments due them. Each agency will provide their officer(s) with a vehicle.

The Task Force will operate out of offices at Montgomery Police Department's Criminal Investigation Division, located at 1751 Coliseum Boulevard, Montgomery, AL 36109.

The office of the Montgomery Police Department Public Information Officer will be the voice of this Task Force.

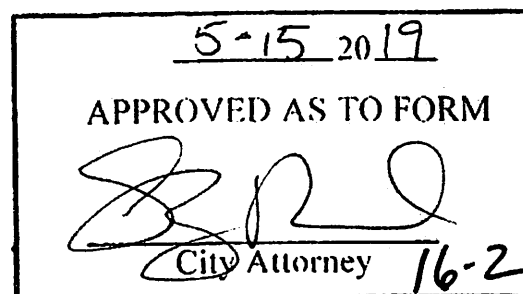
The terms of this agreement shall be effective for a period of one (1) year from the date in paragraph number one. This agreement may be terminated by either party on 30 days advance written notice.

Derrick Cunningham
Title: Sheriff, Montgomery County, AL

Date: ____/____/____

Ernest N. Finley, Jr.
Title: Chief of Police, Montgomery Police Department

Date: ____/____/____





**Federal Communications Commission
Washington, DC 20554**

Informational Notice of Section 106 Filings

Date: 05/15/2019
Reference Number: 1044979

To Whom It May Concern
Montgomery Alabama County Administration
101 S. Lawrence Street
Montgomery, AL 36104

The following new Section 106 filing has been submitted:

FILE NUMBER: 0008632004
TCNS Number: 184563
Purpose: New Tower Submission Packet

Notification Date: 7AM EST 05/08/2019

Applicant: AT&T Mobility, LLC
Consultant: Environmental Corporation of America
Positive Train Control Filing Subject to Expedited Treatment Under Program Comment: No
Site Name: AT&T Site South Woodley Road (FA# 14648879)
Site Address: Susan Drive
Detailed Description of Project: Proposed 205-Foot Overall Height Monopole Telecommunication Structure
Site Coordinates: 32-18-30.0 N, 086-14-43.3 W
City: Montgomery
County: MONTGOMERY
State: AL
Lead SHPO/THPO: Alabama Historical Commission

Consultant Contact Information:

Name: Dina Bazzill
Title: VP Cultural Resources
PO Box:
Address: 1375 Union Hill Industrial Court
Suite A
City: Alpharetta
State: GA
Zip: 30004
Phone: (770) 667-2040
Fax: (770) 667-2041
Email: dina.bazzill@eca-usa.com

MTGY CO. COMMISSION
MAY 20 '19 AM 9:13

NOTICE OF FRAUDULENT USE OF SYSTEM, ABUSE OF PASSWORD AND RELATED MISUSE

Use of the Section 106 system is intended to facilitate consultation under Section 106 of the National Historic Preservation Act and may contain information that is confidential, privileged or otherwise protected from disclosure under applicable laws. Any person having access to Section 106 information shall use it only for its intended purpose. Appropriate action will be taken with respect to any misuse of the system.

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

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointments to the Montgomery County Board of Human Resources

The terms of Henry L. Jackson, Jr., George Goodwyn and Dr. Denise Davis-Maye will expire September 5, 2019 as members of the Montgomery County Board of Human Resources.

We will be discussing these appointments at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Board of Human Resources
Appointments Made Jointly with City

Members:

Term Expires:

Sam Munnerlyn
1225 Air Base Blvd.
P.O. Box 10048
Montgomery, AL 36108
Work: 420-4295 Secretary - 420-4216
smunnerlyn@trenholmstate.edu

9/5/2023

Dr. Paulette Thompson
1916 S. Hull Street
Montgomery, AL 36104-5625
Phone: 264-6164; Cell: 201-4300
p.thompson1916@gmail.com

9/5/2021

* Henry L. Jackson, Jr.
9300 Sturbridge Place
Montgomery, AL 36116
Cell: 678-571-5449; Home: 208-3446
henry.jackson11@gmail.com

9/5/2019

* George Goodwyn
3608 Oak Grove Circle
Montgomery, AL 36116
Cell: 657-9137; Home: 270-2711; Work: 271-3200
gtgoodwynsr@gmail.com

9/5/2019

Raytheon K. Scott
9266 Whispine Court
Montgomery, AL 36117
Phone: (H) 334-593-1282; (C) 719-640-6935
Email: rkscott06@hotmail.com

9/5/2023

Frank Jenkins (Chairperson)
19 N. Anton Drive
Montgomery, AL 36105
Cell: 399-2895; Home: 834-7903; 262-7977
Frank.jenkins@gmx.com

9/5/2021

* Dr. Denise Davis-Maye
ASU, Department of Social Work
Abernathy Hall-324
915 S. Jackson Street
Montgomery, Alabama 36104
Phone: 334-354-1697
dmaye@alasu.edu

9/5/2019

Ms. Sharonda M. Pettaway, Director
County Department of Human Resources
P.O. Box 250380, Montgomery, AL 36125-0380

Brenda Blalock, City Clerk, City Hall

Term: 6 years

18-2

July 2019

Montgomery County

Budget Calendar FY 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Commission Meeting	2	3	4 HOLIDAY	5	6
7	8	9	10	11	12	13
14	15	16	17 DEPARTMENT BUDGET HEARINGS	18	19	20
21	22 Commission Meeting Budget Review After meeting	23	24	25	26	27
28	29	30	31			

19-1

August 2019

Montgomery County

Budget Calendar FY 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Commission Meeting On the Road	6	7	8	9	10
11	12 Budget Review if needed	13	14	15	16	17
18	19 Commission Meeting Finalize 2020 Proposed Budget	20 ACGA Annual Convention	21 ACGA Annual Convention	22 ACGA Annual Convention	23	24
25	26	27	28	29	30	31

September 2019

Montgomery County

Budget Calendar FY 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 LABOR DAY HOLIDAY	3 Commission Meeting Present Proposed 2020 Budget	4	5	6	7
8	9	10	11	12	13	14
15	16 Commission Meeting Adopt 2020 Budget	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
19-3						

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>JUNE</u>						
	53000-18B-016	Bituminous Plant Mix	Engineering	Wiregrass Construction Co., Inc.	June 14, 2019	June 14, 2021
	51901-18B-019	Air Filters & Service	Support Service	Lott Enterprise dba Filter Service	June 30, 2019	June 30, 2021
	51901-18B-014	Dumpster Rental & Trash Collection	Support Service	Liberty Disposal	June 30, 2019	June 30, 2021
	51901-18B-021	Private Data Network Probate/Revenue East	Information Systems	Troy Cable, Inc.		June 17, 2021
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	SharpCut Lawn Service		July 31, 2019
	52200-18B-009	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2021
	51100-18B-020	Residential Solid Waste Collection	County Commission	Amwaste, LLC		July 30, 2021
	52110-18B-022	Polo Shirts MCSO	Sheriff Office	LogoBranders	July 22, 2019	July 22, 2021

UPCOMING BIDS/CONTRACT RENEWALS

<u>AUGUST</u>						
	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services		Aug 31, 2019
	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	Aug 14, 2019	Aug 14, 2020
	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		Aug 6, 2020
<u>SEPT</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	Sept 30, 2019	Sept 30, 2020
	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		Sept 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		Sept 30, 2019
	State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		Sept 30, 2019
	52601-17P-024	Manage and Operate Community Based Adolescent Alternative	Youth Facility	The Bridge, Inc.	Sept 30, 2019	Sept 30, 2020

UPCOMING BIDS/CONTRACT RENEWALS

	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	Aug 31, 2019	Aug 31, 2021
<u>OCT</u>						
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct 16, 2019
<u>NOV</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov 30, 2018
<u>DEC</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021

UPCOMING BIDS/CONTRACT RENEWALS

	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2018 Collections	FY 2019 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	39,141	33,453	(5,688)	-14.53%
NOVEMBER	36,171	45,157	8,986	24.84%
DECEMBER	36,427	35,397	(1,030)	-2.83%
JANUARY	31,941	33,831	1,890	5.92%
FEBRUARY	44,550	38,016	(6,534)	-14.67%
MARCH	39,285	38,808	(477)	-1.21%
APRIL	39,456	44,199	4,743	12.02%
MAY	41,031	38,637	(2,394)	-5.83%
JUNE	52,193			0.00%
JULY	38,907			0.00%
AUGUST	38,160			0.00%
SEPTEMBER	44,546			0.00%
TOTAL	308,002	307,498	(504)	-0.16%

YTD Totals 2018

\$481,808

\$307,498

YTD Totals 2017

\$483,641

YTD Totals 2016

\$474,632