

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

MAY 20, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:06 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Vice Chairman Walker. Chairman Dean, Vice Chairman Walker, Commissioner Harris and Commissioner Sankey were present. Commissioner Singleton was absent.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Chairman Dean and Vice Chairman Walker requested to add additional items to the miscellaneous appropriations from the education and agencies accounts that were on the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims noted that the Montgomery County Commission meeting on June 3, 2019 will be held 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.

PRESENTATION BY DIRECTOR OF ELECTIONS DARRYL PARKER

Director of Elections Darryl Parker briefed the Commission regarding the budget for the special election for House District 74. Mr. Parker stated that he was not satisfied with the services of the contractor that delivers the voting equipment. Administrator Mims stated that he would meet with Mr. Parker and the contractor to discuss the issues. Administrator Mims also stated that he would meet with Mr. Parker, Deputy Administrator Cauthen and General Services Director Lamar Allen to discuss security at the Election Center.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY

District Attorney Bailey thanked the Commission for funding the I-LEAD Field Trip and presented posters that the students made for the Commissioners.

Commissioner Harris discussed the proposed cold case unit in the Montgomery County District Attorney's Office. Commissioner Sankey said that he met with MPD Chief of Police Ernest Findley and asked where we are in working with MPD. District Attorney Bailey stated that the Sheriff's Office and the Montgomery Police Department were willing to assign one staff member from each agency to the Cold Case Unit. Vice Chairman Walker asked if there were any other funding sources. Mr. Bailey stated that Mayor Strange agreed to fund 50% when discussed last year. He also said that the unit should be under his supervision. After discussion, the Commission agreed to place this item on the next agenda as presented by District Attorney Bailey.

PRESENTATION BY CHIEF REVENUE CLERK ALLYSON HOLLAND

Chief Revenue Clerk Allyson Holland presented a Contract for Professional Services with Dominion Resources, LLC, regarding the Tax Sale for the 2018 Tax Year. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Cunningham requested to add an Emergency Equipment Installation Pricing Schedule, effective immediately, to the Contract for Services with Governmental Agencies at the Montgomery County Fleet Maintenance Shop, which was approved by the Montgomery County Commission on November 19, 2018. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham requested to hire an Administrative Services Manager at Pay Grade 10, Step 5 (\$64,122). He stated that Purchasing Manager Myrtle Singleton has agreed to accept the position and she is currently at Pay Grade 10, Step 4. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham requested to change the Tailor position from part-time to full-time. After discussion, the Commission agreed to place this item on the next agenda.

EXECUTIVE DIRECTOR CARY KUHLMANN AND COMMUNITY LIAISON AND STAFF THERAPIST CHRISTY HOLDING WITH THE SAMARITAN COUNSELING CENTER

Executive Director Cary Kuhlmann and Community Liaison and Staff Therapist Christy Holding with The Samaritan Counseling Center briefed the Commission regarding the organization and requested funding in the amount of \$20,000. Chairman Dean and Commissioner Harris agreed to add a \$5,000 appropriation to each of their miscellaneous appropriations from the designated revenue account that was on the agenda. The Commission also agreed to add a \$9,724 appropriation from the joint designated revenue account that was on the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci requested that the Commission approve Amendment Number 1 to Contract with SHI International Corporation regarding a one (1) year extension, beginning May 31, 2019 and ending on May 30, 2020 and a 5% price increase for computer hardware maintenance, Contract Number 51965-18B-011, which was on the agenda.

Mr. Ialacci informed the Commission that the fuel management system has been fully implemented.

Vice Chairman Walker left the meeting for another engagement.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an Agreement with the Alabama Department of Transportation regarding resurfacing Snowdoun Chambers Road from Hobbie Road to Woodley Road, Project# STPMN-5118(253); MCP 51-02-18; CPMS Ref. # 100067621 and related Resolution. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake presented an Agreement for Professional Services with Volkert, Inc., regarding preliminary engineering services for Vaughn Road/ Ryan Road intersection improvements, Project No. STPMN-PE. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding a Renewal of a Lease Agreement with Williamson Properties, Ltd., for the purchase of clay gravel. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding a Bid Award to Wiregrass Construction Co., Inc., for resurfacing various county roads, Bid Number 53600-19B-012. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake requested the allocation of an Engineering Aide II and related Position Fill Request and to remove the allocation of an Engineering Aide I. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners.

PRESENTATION BY CHIEF PROBATION OFFICER BEVERLY WISE

Chief Probation Officer Beverly Wise briefed the Commission regarding a refund to the Department of Youth Services concerning operation of the Davis Transitions Grant Program below expected capacity. Ms. Wise stated that the refund is covered in the budget. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Wise presented a Letter of Intent to submit an application for diversion grant funding to the Department of Youth Services, which was signed by Presiding Circuit Judge Johnny Hardwick.

Ms. Wise briefed the Commission regarding a proposed Letter of Support to Executive Director Stephen P. Lafreniere with the Alabama Department of Youth Services supporting the Montgomery County Commission to serve as the Fiscal Agent for the Diversion Grant Fund for the next grant cycle. The Commission agreed for Chairman Dean to sign the letter.

PRESENTATION BY EXECUTIVE DIRECTOR BRYAN KELLY WITH COMMON GROUND MONTGOMERY

Executive Director Bryan Kelly with Common Ground Montgomery briefed the Commission regarding the 2019 Summer Camp and requested funding in the amount of \$10,000. Chairman Dean, Commissioner Harris and Commissioner Sankey agreed to add a \$5,000 appropriation to each of their miscellaneous appropriations from the designated revenue account that was on the agenda for the event.

COMMENTS FROM ADMINISTRATOR MIMS, DEPUTY ADMINISTRATOR CAUTHEN AND FINANCE DIRECTOR SHERRILL THOMAS

Administrator Mims presented a Resolution recognizing the Lee High School Speech and Debate Team and congratulating Asiah Thompson on winning First Place in Dramatic Interpretation and Delano Muhammad on winning the Lois A. Askew Coach of the Year Award. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented Amendment Number 1 to Contract with Haynes Ambulance regarding a one (1) year extension, beginning May 31, 2019 and Ending May 30, 2020, for emergency medical treatment and transportation, Contract Number 52110-18B-002. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 3 to Contract with Sharp Cut Lawn Service regarding a sixty (60) day extension, beginning August 1, 2019 and ending on September 30, 2019 for Montgomery County Parks grounds maintenance, Contract Number 51901-16B-024. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a board member appointment to the Montgomery County Community Punishment & Corrections Authority. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented a letter from the Alabama Department of Revenue regarding nomination of persons for consideration as members of the County Board of Equalization, which is due August 15, 2019. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented a request for the allocation of a Buyer II and related Position Fill Request and to remove the allocation of a Buyer I. Finance Director Sherrill Thomas briefed the Commission regarding the request. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented the FY2020 Budget Calendar.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for 2019.

Administrator Mims presented the Revenue Reports for April 2019 from Tax and Audit Department.

Administrator Mims presented the Population Report for April 2019 for the Mac Sim Butler Detention Facility.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce, regarding an executive session to discuss a commerce or trade matter. Commissioner Sankey made a motion to go into the executive session. The motion was seconded by Commissioner Harris and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that three Commissioners were present and that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of Letter from Ellen G. McNair and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 24-1 and 24-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

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

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Bishop Jimmy Lee Sawyer, Pastor of Mathew Church of God.

The Pledge of Allegiance was led by Chairman Dean.

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

COMMENTS BY ATTENDEES

Executive Director of the Boys and Girls Clubs of the River Region Rick Jackson said good morning to everyone and thanked the Commission for its donation of \$10,000 to the West End Pool Project, as well for its support in the past. He stated the pool should be operational soon and there will be a celebration of the grand opening of the newly renovated pool. Mr. Jackson again thanked the Commission and introduced Ms. Luella Giles, Director of Development of the Boys and Girls Clubs of the River Region.

Mathew Church of God Pastor Jimmy Lee Sawyer discussed crime issues in neighborhoods where he owns property and throughout the city. He expressed concern about the search and seizure law. Mr. Sawyer also stated that there are dangerous weapons being used in neighborhoods on the west side of Montgomery. He also said citizens are afraid to speak out because they fear retaliation. Mr. Sawyer said one of the houses he owned was shot into a couple of weeks ago, and he is asking the Commission for help in combating crime.

Director of American Association for Children William Levi Gailliard said good morning and invited the Commissioners to join a group of men that evening at 5860 E. Shirley Lane to help make repairs to the home. Mr. Gailliard said there are children living in the home and that he will be there to make an impact on those children's lives while the others will be working to make an impact on the home.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of May 6, 2019. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by commissioner Sankey and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AMENDING THE RESOLUTION ADOPTED FEBRUARY 20, 2018 TO IMPLEMENT ACT NO. 2017-465 REGARDING AN ECONOMIC DEVELOPMENT PROJECT

Commissioner Sankey made a motion to postpone or carryover until the next meeting, when the full body is present to vote on the Resolution Amending the Resolution adopted February 20, 2018 to implement Act No. 2017-465 regarding an Economic Development Project. The motion failed for lack of a second.

Commissioner Harris made a motion to adopt a Resolution Amending the Resolution adopted February 20, 2018 to implement Act No. 2017-465 regarding an Economic Development Project. Chairman Dean passed the gavel to Commissioner Sankey and seconded the motion. Chairman Dean and Commissioner Harris voted in favor of the motion. Commissioner Sankey abstained from the vote and the motion passed. (Copies of Memorandum and Resolution, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SUBGRANT AGREEMENT FOR LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM, LIWAP-028-19

Commissioner Harris made a motion to approve the Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-19. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of State Approval Letters, Agreement and Attachments, Agenda Pages 2-1 through 2-23, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED INTERSECTION IMPROVEMENT STUDY AGREEMENT WITH SAIN ASSOCIATES, INC., REGARDING WARES FERRY ROAD AT DOZIER ROAD AND PIKE ROAD AT MERIWETHER/WALLAHATCHIE ROAD, PROJECT NO. STPAA-5117 (251),

Commissioner Harris made a motion to approve the Intersection Improvement Study Agreement with Sain Associates, Inc., regarding Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road, Project No. STPAA-5117 (251). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies Memorandum, Work Authorization, Attachments, Letter, and Attorney Gallion's Opinion, Agenda Pages 3-1 through 3-14, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH SHI INTERNATIONAL CORPORATION REGARDING A ONE (1) YEAR EXTENSION, BEGINNING MAY 31, 2019 AND ENDING ON MAY 30, 2020 AND A 5% PRICE INCREASE FOR COMPUTER HARDWARE MAINTENANCE, CONTRACT NUMBER 51965-18B-011

Commissioner Harris made a motion to approve Amendment Number 1 to Contract with SHI International Corporation regarding a One (1) Year Extension, beginning May 31, 2019 and ending on May 30, 2020 and a 5% Price Increase for Computer Hardware Maintenance, Contract Number 51965-18B-011. Chairman Dean passed the gavel to Commissioner Sankey and seconded the motion. Chairman Dean, Commissioner Harris and Commissioner Sankey voted in favor of the motion and the motion carried. (Copies of Memorandum and Amendment, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AMENDMENT NUMBER 1 TO THE INTEGRATED BEHAVIORAL HEALTHCARE SERVICES AGREEMENT WITH AMERICAN BEHAVIORAL BENEFITS MANAGERS, LLC, REGARDING ADMINISTRATION OF SUBSTANCE ABUSE SERVICES PREVIOUSLY ADMINISTERED BY BRADFORD HEALTH SERVICES

Commissioner Sankey made a motion to approve Amendment Number 1 to the Integrated Behavioral Healthcare Services Agreement with American Behavioral Benefits Managers, LLC, regarding Administration of Substance Abuse Services previously Administered by Bradford Health Services. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH LOGOBRANDERS, INC., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JULY 23, 2019 AND ENDING ON JULY 22, 2020 FOR POLO SHIRTS, CONTRACT NUMBER 52110-18B-022

Commissioner Harris made a motion to approve Amendment Number 1 to Contract with LogoBrander, Inc., regarding a One (1) Year Extension, beginning July 23, 2019 and ending on July 22, 2020 for Polo Shirts, Contract Number 52110-18B-022. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH BONDED FILTER CO., LLC, REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JULY 1, 2019 AND ENDING ON JUNE 30, 2020 AND A 5% PRICE INCREASE FOR AIR FILTERS AND SERVICES, CONTRACT NUMBER 51901-18B-019

Commissioner Harris made a motion to approve Amendment Number 1 to Contract with Bonded Filter Co., LLC, regarding a One (1) Year Extension, beginning July 1, 2019 and ending on June 30, 2020 and a 5% Price Increase for Air Filters and Services, Contract Number 51901-18B-019. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

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

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

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

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

Commissioner Harris made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations from designated revenue included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

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

COUNTY COMMISSION – APPROVED FINAL PAY APPLICATION FROM COMPLETE DEMOLITION SERVICES, LLC, FOR DEMOLITION OF PROPERTY IN GRADY, AL

Commissioner Harris made a motion to approve the Final Pay Application from Complete Demolition Services, LLC, for Demolition of Property in Grady, AL. Chairman Dean passed the gavel to Commissioner Sankey and seconded the motion. Chairman Dean and Commissioner Harris voted in favor of the motion. Commissioner Sankey abstained from the vote and the

motion carried. (Copies of Memorandum, Application and Certificate for Payment, and Notice of Completion, Agenda Pages 11-1 through 11-3, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE (CHILD SUPPORT) – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Harris made a motion to approve Budget Change Request Number 2, District Attorney's Office (Child Support). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Harris made a motion to approve Budget Change Request Number 1, Personnel Department. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Harris made a motion to approve Budget Change Request Number 1, Support Services. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. County Road Equipment Operator I, Position Number 630551024

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 15-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUESTS (4)

1. Administrative Support Associate, Position Number 750013055
2. Customer Service Clerk, Position Number 750016026
3. Customer Service Clerk, Position Number 750016050
4. Customer Service Clerk, Position Number 750016060

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

REVENUE COMMISSIONER’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Customer Service Clerk, Position Number 800016001

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

YOUTH FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Juvenile Detention Officer, Position Number 900300013

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (12)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|-------------------------------|
| 1. County Commission | Request Number 23 |
| 2. Finance Department | Request Numbers 6, 7, 8 and 9 |
| 3. Public Affairs | Request Number 3 |
| 4. Sheriff’s Office | Request Number 37 |
| 5. Youth Facility | Request Numbers 10 and 11 |
| 6. Engineering Department | Request Number 16 |
| 7. Appraisal Department | Request Number 13 |
| 8. Personnel Department | Request Number 13 |

Commissioner Harris made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 19-1 through 19 -12, are attached to these Minutes.)

OLD BUSINESS

COUNTY COMMISSION – APPROVED TO CARRY OVER TO THE NEXT MEETING THE ADOPTION OF RESOLUTION HONORING THE MEMORY AND SERVICE OF THE LATE FORMER COMMISSIONER DIMITRI POLIZOS

Commissioner Harris made a motion to approve to carry over to the next meeting the Adoption of Resolution Honoring the Memory and Service of the Late Former Commissioner Dimitri Polizos. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 20-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Commissioner Harris made a motion to approve Budget Change Request Number 3, Probate Judge's Office (Elections). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 21-1, is attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – ADOPTED RESOLUTION RECOGNIZING THE LEE HIGH SCHOOL SPEECH AND DEBATE TEAM AND CONGRATULATING ASIAH THOMPSON ON WINNING FIRST PLACE IN DRAMATIC INTERPRETATION AND DELANO MUHAMMAD ON WINNING THE LOIS A. ASKEW COACH OF THE YEAR AWARD

Commissioner Sankey made a motion to adopt a Resolution recognizing the Lee High School Speech and Debate Team and Congratulating Asiah Thompson on Winning First Place in Dramatic Interpretation and Delano Muhammad on Winning the Lois A. Askew Coach of the Year Award. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 22-1, is attached to these Minutes.)

PRESENTATION BY COMMISSIONER SANKEY

Commissioner Sankey presented a Resolution to Lee High School Student Asiah Thompson on Winning First Place in Dramatic Interpretation and Delano Muhammad on Winning the Lois A. Askew Coach of the Year Award on April 12, 2019, and noted that Lee High School Speech and Debate Team competed against LAMP, Montgomery Academy, Hoover High School, Prattville High School and Vestavia Hills High School to win the Championship.

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH HAYNES AMBULANCE REGARDING A ONE (1) YEAR EXTENSION, BEGINNING MAY 31, 2019 AND ENDING MAY 30, 2020, FOR EMERGENCY MEDICAL TREATMENT AND TRANSPORTATION, CONTRACT NUMBER 52110-18B-002

Commissioner Harris made a motion to approve Amendment Number 1 to Contract with Haynes Ambulance regarding a One (1) Year Extension, Beginning May 31, 2019 and Ending May 30, 2020, for Emergency Medical Treatment and Transportation, Contract Number 52110-18B-002. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Memorandum and Amendment, Agenda Pages 23-1 and 23-2, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Sankey said good morning to everyone and said it is always a privilege and honor to serve the public. He commented on the rules and procedures of the County Commission Meeting and again congratulated the Robert E. Lee Speech and Debate Team.

Chairman Dean asked everyone to join in and sing Happy Birthday to Sheriff Derrick Cunningham.

Sheriff Cunningham thanked everyone for the birthday wishes, but stated he felt very sad about the shooting and death of a police officer in Auburn on Sunday. Sheriff Cunningham said he lost a very good friend.

Chairman Dean thanked everyone for attending the meeting. He especially thanked Mr. Jackson and Ms. Giles of the Boys and Girls Clubs of the River Region for coming.

Commissioner Harris said good morning, wished Sheriff Cunningham a Happy Birthday and thanked everyone for attending the meeting.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on May 20, 2019, at 10:12 a.m. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-3-19

Check Number	To	Check Number
286065		286101
Total Checks Paid		\$731,616.13

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-3-19

Check Number	To	Check Number
286102		286192
Total Checks Paid		\$802,735.45

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

EFT's included in amount

AGENDA

MAY 20 2019

5-20-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-10-19

Check Number	To	Check Number
286193		286262
Total Checks Paid		\$117,805.37

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

EFT's included in amount

5-20-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-10-19

Check Number	To	Check Number
286263		286376
Total Checks Paid		\$440,591.88

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
5/10/19

Payroll Check Number	132163	To	Payroll Check Number	132221	\$	49,699.78
Direct Deposits					\$	861,800.53
Payroll Check Number	132222	To	Payroll Check Number	132237	\$	48,735.84
Direct Deposits					\$	600,463.37
Federal Deposits					\$	294,596.25
Total Payroll Paid					\$	1,855,295.77

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

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

AGENDA

MAY 20 2019

May 16, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution Amending the Resolution adopted February 20, 2018 to implement Act No. 2017-465 regarding an Economic Development Project

The Montgomery County Commission, at its meeting on May 6, 2019, agreed to place on the next agenda a Resolution Amending the Resolution adopted February 20, 2018 to implement Act No. 2017-465 regarding an Economic Development Project.

I am requesting that the County Commission adopt this Resolution.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

1-1

RESOLUTION

Whereas, the Montgomery County Commission on February 20, 2018 adopted a resolution to implement Act No. 2017-465 adopted during the 2017 Regular Session of the Alabama Legislature (the "Prior Resolution").

Now, therefore, BE IT RESOLVED by the Montgomery County Commission as follows:

Section 1. Amendment of Definitions.

(a) All references in the Prior Resolution to the defined term "Act" are hereby amended and shall mean Act No. 2019-91 adopted during the 2019 Regular Session of the Alabama Legislature.

(b) All references in the Prior Resolution to the defined term "District" are hereby amended and shall mean a cooperative district under Section 11-99B-1 et seq., Code of Alabama (1975) or such other public corporation or authority established by Montgomery County for the Project (as defined in the Prior Resolution).

Section 2. Effective Date.

This resolution shall become effective immediately upon its adoption. The Prior Resolution, as amended by this resolution, shall become effective as provided in Section 6 of the Prior Resolution.

RESOLVED on this the ____ of _____, 2019.

MONTGOMERY COUNTY COMMISSION as
the governing body of Montgomery County,
Alabama

By: _____
Chairman

ATTEST:

Administrator

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

AGENDA

MAY 20 2019

April 12, 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, Alabama 36104

Dear Chairman Dean:

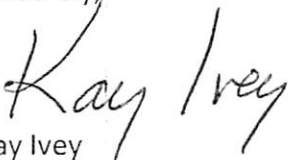
RE: Low-Income Weatherization Assistance Program
Grant Agreement Number: LIWAP-028-19
Grant Amount: \$101,733.00

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

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

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

Sincerely,


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

April 12, 2019

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

Dear Chairman Dean:

RE: Low Income Weatherization Assistance Program
Grant Number: LIWAP-028-19

I am pleased to inform you that your agency has been approved for **\$101,733.00** from the State of Alabama's Fiscal Year 2019 Low Income Home Energy Assistance Program funds to weatherize homes in your service area.

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Kenneth W. Boswell".

Kenneth W. Boswell
Director

KWB/TW/ks

Enclosures

cc: Mr. Greg Clark, Executive Director

401 Adams Avenue • Suite 580 • P.O. Box 5690 • Montgomery, Alabama 36103-5690 • (334) 242-5100

SUBGRANT AGREEMENT LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-19
Grant Amount: \$101,733.00

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 sixteen (16) typewritten pages and two attachments (2), as set forth and described below:

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

Subrecipient DUNS number: 099839086

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

Federal Award Date: October 26, 2018

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: \$101,733.00

Total amount of Federal Funds obligated to the Subrecipient: \$101,733.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$101,733.00

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

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

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

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

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

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. **PURPOSE:** The purpose of this Agreement is to assist the Department with its implementation of the Low Income Weatherization Assistance Program (LIWAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. **FUNDING:** It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed \$101,733.00 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 Department of Health and Human Services (HHS) is specifically implementing in 45 CFR Part 75. Subrecipients of HHS grants must adhere to 45 CFR Part 75 and all of its subparts, including, but is not limited to, Subpart B (45 CFR 75.100), General Provisions; Subpart C (45 CFR 75.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (45 CFR 75.300), Post Federal Award Regulations; Subpart E (45 CFR 75.400), Cost Principles; Subpart F (45 CFR 75.500), Audit Requirements; and all accompanying Appendices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour

work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

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

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

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

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

14. **BYRD ANTI-LOBBYING ACT:** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.

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

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

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

20. HUMAN TRAFFICKING PROVISIONS: This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).
21. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
22. MANDATORY DISCLOSURES: Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
23. NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
24. CONFLICTING PROVISION: If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
25. IMMUNITY AND DISPUTE RESOLUTION: The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq.*, Code of Alabama 1975.

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

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

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

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

28. **ASSIGNABILITY:** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.
29. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

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

30. **CONFLICT OF INTEREST:** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.
31. **INDIRECT COSTS:** In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.
32. **AUDIT REQUIREMENTS:** All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

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

Copies of all required audits must be submitted to:

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

And an additional copy to:

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

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

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

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

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

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

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

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

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

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 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 a specific condition per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

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

Department. If advanced funds are not expended within the thirty (30) days, the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

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

40. REPORTS, RECORDS, AND EVALUATIONS:

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

- B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.
- C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.
- D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

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

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

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

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

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

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

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

41. PROPERTY MANAGEMENT:

- A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or

exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

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

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

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

B. Subrecipient Legal Authority to Participate

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

C. Warrants Against Person and/or Selling Agency

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

D. Site Visits

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

E. Publications

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

F. Copyrights

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

G. Protections Regarding Applicant Information

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

H. Relocation Assistance and Real Property Acquisitions

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

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

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

J. Historic Preservation

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

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

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

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

K. Covenant Against Contingent Fees

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

L. Religious Activity Prohibitions

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

M. Standard Work Specification Requirements

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

N. Nondisclosure and Confidentiality Agreement Assurances

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or

contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

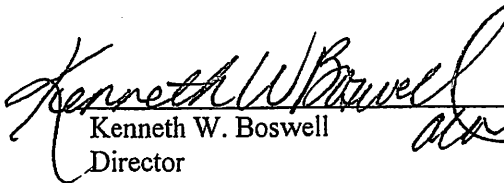
O. Same-Sex Marriage Provisions

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

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

Alabama Department of Economic & Community
Affairs
Department

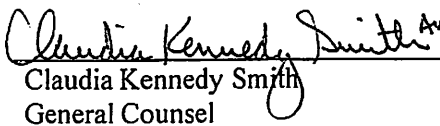
Montgomery County Commission
Subrecipient

 3/22/19
Kenneth W. Boswell
Director Date

X
Authorized Official for Subrecipient Date

X
Subrecipient Witness Date

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

 3/21/2019
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. LIWAP 028-19

Signature: X

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: X

Typed Name: Greg Clark

Title: Executive Director

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

OFFICIAL SEAL
(if available)

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

X
Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date

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

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.

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.

State of Alabama)
County of Montgomery)

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

DATE: April 16, 2019

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

Weatherization Assistance Program – Grant No. LIWAP 028-19 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

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

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

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

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

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

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

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

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

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

Certified this 16 day of April 2019.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: X

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on this 16 day of April 2019.

WITNESS: X

2-21

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO.: LIWAP-028-19

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2019

1. The Subrecipient shall weatherize a minimum of **24** dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subrecipient shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

<u>COUNTY</u>	<u>NUMBER OF UNITS</u>
MONTGOMERY	24

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

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-19

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE (-) / INCREASE (+)	TOTAL
ADMINISTRATIVE	\$5,354.00		\$5,354.00
WEATHERIZATION SERVICES	\$96,379.00		\$96,379.00

TOTAL ALLOCATION: **\$101,733.00**

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

April 30, 2019

AGENDA

MAY 20 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
4/30/2019

SUBJECT: Approval of Intersection Improvement Study Agreement
Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road
Project No. STPAA-5117 (251)

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between Sain Associates, Inc. and Montgomery County for above subject project. The cost of this project is 80% MPO Federal Funds with a 20% match. The matching funds are included in the Engineering Department's current FY 2019 budget.

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc: File



SAIN
ASSOCIATES

WORK AUTHORIZATION

TO: Kevin Boone, P.E.
Montgomery County Assistant Engineer
100 South Lawrence Street
Montgomery, Alabama 36102

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

FROM: Jennifer G. Brown, P.E., RSP
Alicia Bailey, P.E.

DATE: April 29, 2019

SUBJECT: Intersection Improvement Study: Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road

PROJECT #: STPAA-5117(251); SA#180163

I. **SCOPE**

Per AS NEGOTIATED scope dated April 23, 2019 (enclosed)

II. **BUDGET**

\$47,728 per AS NEGOTIATED mandays dated April 23, 2019 (enclosed)

III. **STATUS**

We are available to begin work immediately following notice to proceed from you.

IV. **TERMS AND CONDITIONS**

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

V. **PROPOSAL LIMITATIONS**

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).



Sincerely,
SAIN ASSOCIATES, INC.

A handwritten signature in black ink, reading "Jennifer G. Brown". The signature is written in a cursive style, with the first letters of each word being capitalized and prominent.

Jennifer G. Brown, P.E., RSP
Project Manager
AL#32726

A handwritten signature in black ink, reading "Alicia Bailey". The signature is written in a cursive style, with the first letters of each word being capitalized and prominent.

Alicia Bailey, P.E.
Team Leader
AL#26339

Enclosures: Terms & Conditions, (Sch. 2019)
As Negotiated Scope
As Negotiated Manday Estimate

APPROVED:
MONTGOMERY COUNTY

By: _____
Authorized Representative

Printed Name, Title

Date

ATTEST:
MONTGOMERY COUNTY ADMINISTRATOR

By: _____

Printed Name

Date

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:	
Principal	\$180.00 - \$200.00 per Hour
Engineer/Planner	\$98.00 - \$152.00 per Hour
GIS Professional	\$110.00 per Hour
Designer	\$82.00 - \$117.00 per Hour
Surveyor	\$93.00 - \$130.00 per Hour
Survey Crew (1-Person)	\$90.00 per Hour
Survey Crew (2-Person)	\$140.00 per Hour
Survey Crew (3-Person)	\$180.00 per Hour
Survey Crew (Overtime, Holidays - 2-Person)	* \$180.00 per Hour
Survey Crew (Overtime, Holidays - 3-Person)	* \$220.00 per Hour
Survey Per Diem	\$150.00 per person per Night
Administrative Support	\$60.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

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

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Responsibility of the Client

Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Jobsite Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Dispute Resolution

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

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2019



July 24, 2018; Revised April 4, 2019; Revised April 23, 2019 (As Negotiated)

Kevin Boone, P.E.
Montgomery County Assistant Engineer
100 South Lawrence Street
Montgomery, Alabama 36102

**Subject: Intersections Study
Montgomery County
SA #18-0163**

Dear Kevin:

Thank you for the opportunity to provide this scope of work to perform an intersection study for two (2) sites in Montgomery County. The following scope of work is based upon information discussed during our phone conversation on June 27, 2018. It is our understanding that we have been tasked with performing traffic engineering services for the assessment of two (2) sites: Wares Ferry Road at Dozier Road and Pike Road at Wallahatchie Road and Meriwether Road. Due to the proximity of the Pike Road/Wallahatchie Road intersection and the Pike Road/Meriwether Road intersection, they will be treated as one site. The purpose of this study is to evaluate existing and future traffic operations, identify potential improvement alternatives, and estimate costs for improving each site in order to assist the County in their decision-making and planning process. The following two (2) sites will be studied:

Site 1: Wares Ferry Road at Dozier Road



Site 2: Pike Road at Wallahatchie Road and Meriwether Road



Two Perimeter Park South Suite 500 East | Birmingham, Alabama 35243 | p: 205.940.6420 | f: 205.940.6433 | sain.com

3-6

Project Tasks

The project tasks and subtasks required to address the scope of work shall include the following:

Task 1: Existing Conditions Evaluation

- 1-A. Obtain available aerial photography, GIS data, and utility contacts/maps from Montgomery County.
- 1-B. Develop a project base map from aerial photography and GIS data for each study site.
- 1-C. Identify available utility data from utility contacts/maps.
- 1-D. Collect and review traffic counts at each study site. Traffic Counts as described below will be collected by sub-consultant, Quality Counts. Their fee estimate is attached.
 - a. Site 1: Wares Ferry Road at Dozier Road
 - Analyze tube count data previously collected by Montgomery County
 - Collect thirteen (13) hours of turning movement counts (6:00 AM to 7:00 PM) with vehicle classification on a weekday and a Saturday
 - Analyze the collected traffic information to summarize traffic volume, vehicle classification, peak hour factor, and directional distribution for use in evaluating potential build options.
 - b. Site 2: Pike Road at Wallahatchie Road and Meriwether Road
 - Collect 24-hour weekday volume tube counts at one location to determine ADT
 - Collect thirteen (13) hours of turning movement counts (6:00 AM to 7:00 PM) with vehicle classification on a weekday
 - Analyze the collected traffic information to summarize traffic volume, vehicle classification, peak hour factor, and directional distribution for use in evaluating potential build options.
- 1-E. Conduct peak hour field observations and a field review at each study site.
- 1-F. Conduct peak hour capacity analysis for existing conditions for each study site.
- 1-G. Request crash data from CARE, analyze crash patterns and prepare collision diagrams for each study site
- 1-H. Document existing conditions with text, tables, and graphics.

Task 2: Future Conditions Evaluation

- 2-A. Meet with Pike Road School Board, Pike Road Engineer, and Montgomery County to discuss planned future development.
- 2-B. Establish a background annual growth rate to apply to existing traffic volumes.
- 2-C. Prepare future traffic volumes for both study sites by applying background growth and/or traffic estimated from planned future development.
- 2-D. Conduct peak hour capacity analysis for future no-build conditions for each study site and identify operational deficiencies.
- 2-E. Document future no-build conditions with text, tables and graphics.

Task 3: Improvement Alternatives Analysis and Documentation

- 3-A. Develop a purpose and need statement for each study site and develop up to two (2) future build alternatives for each study site to satisfy purpose and need.
- 3-B. Conduct peak hour capacity analysis for each alternative at each study site.
- 3-C. Assess potential right-of-way issues for each alternative at each study site.
- 3-D. Perform a pre-NEPA screening for each alternative at each study site to identify potential environmental red-flags. Pre-NEPA screening to include research to identify the following:
 - a. Historic properties
 - b. Publically owned properties (parks, recreation areas, refuges, etc.)
 - c. Threatened and endangered species
 - d. Streams and Wetlands

Montgomery County Intersections

July 24, 2018 ; Revised April 4, 2019 ; Revised April 23, 2019

Page 3

- e. Prime and Unique Farmlands
- f. Hazardous Materials
- g. Environmental Justice
- 3-E. Prepare a 2D concept plan for each alternative at each study site.
- 3-F. Prepare an evaluation matrix to compare each alternative at each study site.
- 3-G. Present alternatives to Montgomery County and Stakeholders.
- 3-H. Identify the preferred alternative for each study site.
- 3-I. Prepare a preliminary opinion of probable cost for the preferred alternative for each study site.
- 3-J. Identify applicable funding sources for improvement alternatives.
- 3-K. Prepare report documenting alternatives analysis process and study findings.
- 3-L. Submit the draft final document to Montgomery County.
- 3-M. Revise the final document based on review comments.
- 3-N. Submit the final document.

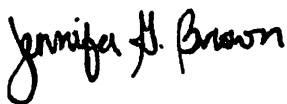
Scope Exclusions

The following services are not included in this scope of services:

- Survey
- Environmental Document
- Construction drawings
- Detailed road or utility design
- Neighborhood or business association meetings
- A Public Involvement Meeting as it will be included in the Environmental Phase should the project move forward
- Any other services not specifically listed in the project Scope of Work

If you have any questions or need any additional information, please contact us at (205) 263-2159.

Sincerely,



Jennifer G. Brown, P.E.
Project Manager
AL. Reg. No. 32726



Alicia Bailey, P.E.
Team Leader
AL#26339

Project No.	STPAA-5117(251)
County	Montgomery
Description	Intersections Study
Scope of Work	Wares Ferry Road and Dozier Road; Pike Road and Wallahatchie Road/Meriwether Road
Project Length	0.00 Miles
Consultant	Sain Associates, Inc.

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	\$47,728
Field Surveys	\$0
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$0
Bridge Plans	\$0
GRAND TOTAL FEE	\$47,728

Combined overhead rate (%) >>>>>>>>>>>>	188.64
---	--------

Facilities Capital Cost of Money (if used) >>>>> 0.43

LABOR RATES

Classification	Daily Rate
Project Manager	\$399.84
Engineer	\$472.86
Environmental	\$402.32
Engineering Technician/CADD	\$254.16
Environmental Technician	\$266.40
Clerical	\$187.20
PLS	\$0.00
Survey Crew	\$0.00

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Alicia Bailey

Signed

4/23/2019

Date _____

Team Leader

Position/Title

Project No. STPAA-5117(251) County Montgomery Description Intersections Study Scope of Work Wares Ferry Road and Dozier Road; Pike Road and Wallahatchie Road/Meriwether Road Project Length 0.00 Miles Consultant Sain Associates, Inc.					
Intersections Study	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: Existing Conditions Evaluation					
A-1 Obtain available aerial photography, GIS Data, and utility contacts/maps from Mont. Co.	0.25	0.00	0.00	0.00	0.00
A-2 Prepare Base Maps for each site	0.25	0.50	0.00	0.00	0.00
A-3 Identify available utility data from utility contacts/maps	0.00	0.50	0.00	0.00	0.00
A-4a Collect and Review Traffic Counts for Site 1	0.25	0.00	0.00	0.00	0.00
A-4b Collect and Review Traffic Counts for Site 2	0.25	0.00	0.00	0.00	0.00
A-5 Conduct peak hour field observations for existing conditions at each study site	0.00	2.00	0.00	2.00	0.00
A-6 Conduct peak hour capacity analysis for existing conditions at each study site	0.25	1.00	0.00	0.00	0.00
A-7 Request crash data, analyze crash patterns, & prepare collision diagrams for each site	0.25	1.00	0.00	0.00	0.00
A-8 Document existing conditions with text, tables, and graphics	0.25	1.00	0.25	0.25	0.00
Task A Totals	1.75	6.00	0.25	2.25	0.00
Task B: Future Conditions Evaluation					
B-1 Meet with Pike Road School Board, Pike Road Engineer, and Montgomery County	0.50	0.50	0.00	0.00	0.00
B-1 Establish background annual growth rate	0.25	0.50	0.00	0.00	0.00
B-2 Prepare future traffic volumes for each study site	0.25	1.00	0.00	0.00	0.00
B-3 Conduct peak hour capacity analysis for future no-build & identify operational deficiencies	0.25	1.00	0.00	0.00	0.00
B-4 Document future no-build conditions with text, tables, and graphics	0.25	0.50	0.00	0.00	0.00
Task B Totals	1.50	3.50	0.00	0.00	0.00
Task C: Improvement Alternatives Analysis and Documentation					
C-1 Develop up to 2 future build alternatives for each study site (4 Total Alts)	0.50	1.50	0.50	1.00	0.00
C-2 Conduct peak hour capacity analysis for each alternative at each study site	0.25	2.00	0.00	0.00	0.00
C-3 Assess potential ROW issues for each alternative at each study site	0.25	0.50	0.00	0.00	0.00
C-4 Perform pre-NEPA screening for each alternative at each study site	0.25	0.00	0.50	1.00	0.00
C-5 Prepare a 2D concept plan for each alternative at each study site.	0.25	2.00	0.25	2.00	0.00
C-6 Prepare an evaluation matrix for each study site	0.25	0.00	0.50	0.25	0.00
C-7 Present alternatives to Montgomery County	0.50	0.50	0.50	0.50	0.00
C-8 Identify the preferred alternative for each study site	0.25	0.25	0.25	0.25	0.25
C-9 Prepare a preliminary opinion of probable cost for the preferred alt. for each study site	0.25	2.00	0.00	0.00	0.00
C-10 Identify applicable funding sources for improvement alternatives	0.00	0.00	0.25	0.25	0.00
C-11 Prepare report documenting study findings	0.50	2.00	0.25	1.00	0.00
C-12 Submit draft document	0.25	0.00	0.00	0.00	0.25
C-13 Revise the final document based on review comments	0.50	1.00	0.25	0.25	0.00
C-14 Submit final document	0.25	0.00	0.00	0.00	0.25
Task C Totals	4.25	11.75	3.25	6.50	0.75
TOTALS	7.50	21.25	3.50	8.75	0.75

Project No. STPAA-5117(251)			
County Montgomery			
Description Intersections Study			
Scope of Work Wares Ferry Road and Dozier Road; Pike Road and Wallahatchie Road/Meriwether Road			
Project Length 0.00 Miles			
Consultant Sain Associates, Inc.			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng. & Env.)	1.10	\$ 399.84	\$ 439.82
Engineer	7.50	\$ 472.86	\$ 3,546.45
Engineering Technician/CADD	21.25	\$ 254.16	\$ 5,400.90
Environmental	3.50	\$ 402.32	\$ 1,408.12
Environmental Technician	8.75	\$ 266.40	\$ 2,331.00
Clerical	0.75	\$ 187.20	\$ 140.40
Total Direct Labor			\$ 13,266.69
Combined Overhead (%)	188.64		\$ 25,026.28
Out-of-Pocket Expenses**			\$ 777.48
Sub-Total			\$ 39,070.45
Operating Margin (10%)			\$ 3,907.05
Sub-Total			\$ 42,977.50
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Quality Counts		\$	4,470.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	223.50
Sub-Total			\$ 47,671.00
Facilities Capital Cost of Money (% of Direct Labor)	0.43	\$	57.05
TOTAL FEE			\$ 47,728.05

**See Grand Total Fee sheet

Scope of Work	Project No. STPAA-5117(251)			
	County Montgomery			
	Description Intersections Study			
	Wares Ferry Road and Dozier Road; Pike Road and Wallahatchie Road/Meriwether Road			
	Project Length 0.00 Miles			
Consultant Sain Associates, Inc.				
Out-of-pocket Expenses (Corridor Study)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Field Observations & Field Review (Wares Ferry Road/Dozier Road)	1	206	\$0.580	\$ 119.48
Field Observations & Field Review (Pike Road/Wallahatchie Road/Meriwether Road); meet with Pike Road School Board, Pike Road Engineer, and Montgomery Co.	1	194	\$0.580	\$ 112.52
Meeting to present alternatives	1	171	\$0.580	\$ 99.18
	0	0	\$0.580	\$ -
Total Mileage Cost				\$ 331.18
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	3	2	\$11.25	\$ 67.50
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ 67.50
Total Travel Cost				\$ 398.68
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
Materials for Field Review	2	3	6	\$ 0.40
Materials for Meeting with Pike Road and County	6	10	60	\$ 0.40
Present Alternatives	1	4	4	\$ 2.10
Draft Report 8.5x11	3	100	300	\$ 0.20
Draft Report 11x17	3	10	30	\$ 0.40
Final Report 8.5x11	3	100	300	\$ 0.20
Final Report 11x17	3	10	30	\$ 0.40
Total Printing/Reproduction Cost				\$ 178.80
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
Shipping and Handling of Summittals				\$ 200.00
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 777.48
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF REGION ENGINEER
CAPITOL COMMERCE CENTER
100 CAPITOL COMMERCE BLVD.
SUITE 210, BUILDING B
MONTGOMERY, ALABAMA 36117

Telephone: (334) 353-6850 FAX: (334)801-9804



Kay Ivey
Governor

John R. Cooper
Transportation Director

April 25, 2019

Mr. Kevin Boone, P.E.
Montgomery County Assistant Engineer
100 S. Lawrence Street
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Boone:

Re: Project No. STPAA-5117 (251)
Intersection Improvement Study: Wares Ferry Road at Dqzier Road and
Pike Road at Meriwether/Wallahatchie Road
City of Montgomery

Reference is made to your recent letter, regarding Transportation Support Services man/day and fee proposal for Montgomery County on the above-referenced project.

The amount for this work will be \$47,728.00. The overhead rate and operating margin have previously been approved by the Bureau of Finance and Audits, External Audit Section.

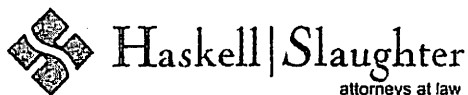
The County may proceed to enter into an agreement with Sain Associates, Inc. **This is not an authorization to begin work. Do not begin work until you are notified to do so by your Local Transportation Section – Montgomery area.** Please let me know if you have any questions.

Sincerely,

Aaron T. White, P.E.
Southeast Region
Consultant Management Engineer

ATW/ms
Attachment

cc: Mr. David Bollie, P.E.
File



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

MEMORANDUM

May 15, 2019

T.T.G

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Intersection Improvement Study Agreement -Sain Associates, Inc.

I have reviewed the above stated agreement with attachments. I understand that this is an 80% matching grant with MPO Federal Funds. However, it is my duty to protect MCC from any possible liability. The cross-indemnification agreement is acceptable.

The Dispute Resolution clause is not. The agreement needs to contain MCC's standard dispute language:

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

If the County's Dispute Resolution is inserted, then the agreement is legal and binding on the parties.

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

50051-317

AGENDA

MAY 20 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: April 11, 2019
RE: Contract No. 51965--18B-011
Computer Hardware Maintenance

I request that the attached Amendment No. 1 to SHI International Corporation contract for computer hardware maintenance be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning May 31, 2019 and ending on May 30, 2020.

SHI International Corporation would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lou Ialacci, Chief Information and Technology Officer.

Attachment

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

Amendment
To
Contract # 51965-18B-011

Amendment No. 1

Contract for SHI International Corporation is hereby extended for one (1) year beginning May31, 2019 and ending May 30, 2020.

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

All other provisions of the contract will remain the same.

WITNESS:

SHI INTERNATIONAL CORPORATION

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

AGENDA

MAY 20 2019

May 16, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment Number 1 to Agreement with American Behavioral Benefits
Managers, LLC,

The Montgomery County Commission, at its meeting on May 6, 2019, agreed to place on the next agenda Amendment Number 1 to the Integrated Behavioral Healthcare Services Agreement with American Behavioral Benefits Managers, LLC, regarding Administration of Substance Abuse Services previously Administered by Bradford Health Services.

I am requesting that the Commission approve this Amendment.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568



THE INTEGRATED BEHAVIORAL HEALTHCARE SERVICES AGREEMENT ENTERED INTO BETWEEN MONTGOMERY COUNTY COMMISSION ("MCC") and AMERICAN BEHAVIORAL BENEFITS MANAGERS, LLC. ("ABBM") Dated OCTOBER 1, 2017 ("AGREEMENT") is hereby amended as follows:

AMENDMENT # 1

Both parties to the AGREEMENT hereby agree with respect to amending the AGREEMENT as follows:

(A) The terms and conditions of this Amendment are effective June 1, 2019.

(B) American Behavioral shall assume administration of all covered substance abuse services previously administered by Bradford Health Services, subject to the below fee arrangement:

Outpatient SA services shall be billed according to the American Behavioral outpatient provider fee schedule; facility rates shall be billed on a direct-pass through basis and include:

Case Management Fee	\$100 per hour
Facility Management Fee per Episode (IP/PHP/IOP)	\$825 per episode
Independent Review Organization Fee	as incurred

Note: Bradford Health Services shall continue to offer direct patient services as part of the American Behavioral provider network and shall submit claims directly to American Behavioral for those services, which shall be incorporated into the American Behavioral monthly invoice.

IN WITNESS WHEREOF, the parties hereto have set forth their seals by duly authorized agents, on the date below:

AMERICAN BEHAVIORAL BENEFITS MANAGERS, LLC

By Catherine D. Denson May 1, 2019
Catherine D. Denson, RN, CCM Date
Catherine D. Denson, RN, CCM Vice President, Clinical Services
Printed Name Title

By _____
Date

Printed Name Title

AGENDA

MAY 20 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *mes*
DATE: April 24, 2019
RE: Contract No. 52110-18B-022
Polo Shirts MCSO

I request that the attached Amendment No. 1 to LogoBranders, Inc. contract for polo shirts be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning July 23, 2019 and ending on July 22, 2020.

LogoBranders, Inc. chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52110-18B-022

Amendment No. 1

Contract with LogoBranders, Inc. for polo shirts for MCSO, is hereby extended for one (1) year, beginning July 23, 2019 and ending July 22, 2020.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

LOGOBRANDERS, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

MAY 20 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *mms*
DATE: April 24, 2019
RE: Contract No. 51901-18B-019
Air Filters and Services

I request that the attached Amendment No. 1 to Bonded Filter Co. LLC contract for air filters and services be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning July 1, 2019 and ending on June 30, 2020.

Bonded Filter Co. LLC would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

**Amendment
To
Contract # 51901-18B-019**

Amendment No. 1

Contract with Bonded Filter Co. LLC for air filters and service, is hereby extended for one (1) year beginning July 1, 2019 and ending on June 30, 2020.

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

All other provisions of the contract shall remain the same.

WITNESS:

BONDED FILTER CO. LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MAY 20 2019

8-1

MAY 20 2019

9-1

MAY 20 2019

Donald L. Morris 5/20/19
Administrator Date

MAY 20 2019

May 1, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Final Pay Application from Completion Demolition Services, LLC

Please find attached an application for final payment to Completion Demolition Services, LLC for demolition of property in Grady, AL.

I request that the final payment application be placed on the next agenda.



AIA Document G702™ - 1992

Received

Application and Certificate for Payment

APR 17 2019

TO OWNER: MONTGOMERY COUNTY COMMISSION		PROJECT: SOUTH MONTGOMERY COUNTY ACADEMY CAMPUS GRADY, ALABAMA	APPLICATION NO: 003	Distribution to:
FROM: COMPLETE DEMOLITION SERVICES, LLC. P.O. BOX 176 CARROLLTON, GA. 30112		VIA ARCHITECT:	PERIOD TO: April 16, 2019	OWNER: ☐
			CONTRACT FOR: General Construction	ARCHITECT: ☒
			CONTRACT DATE:	CONTRACTOR: ☐
			PROJECT NOS: PHJA1715GVC /	FIELD: ☐
				OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$142,000.00	CONTRACTOR:		Date: April 16, 2019
2. NET CHANGE BY CHANGE ORDERS	\$0.00	By:		
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$142,000.00	State of: GEORGIA		
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$142,000.00	County of: CARROLL		
5. RETAINAGE:		Subscribed and sworn to before me this 16th day of April 2019		
a. 0 % of Completed Work (Column D + E on G703)	\$0.00	Notary Public: M. Kraus		
b. 0 % of Stored Material (Column F on G703)	\$0.00	My Commission expires: November 30, 2019		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00			

6. TOTAL EARNED LESS RETAINAGE	\$142,000.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$138,450.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$3,550.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

AMOUNT CERTIFIED \$3,550.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: PHJA Architects, Inc. **Date:** 2019-4-18

By: [Signature]
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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**NOTICE OF
COMPLETION**

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that COMPLETE DEMOLITION SERVICES, LLC., Contractor, has completed the Contract for PARTIAL DEMOLITION OF THE SOUTH MONTGOMERY COUNTY ACADEMY CAMPUS, located at 147 OLD SCHOOL HOUSE RD., GRADY, AL, MONTGOMERY COUNTY for the State of Alabama and the (County) (City) of Grady, Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with the project should immediately notify PH&J Architects 334-265-8781. Complete Demolition Services, LLC
419B Castleman Rd.,
Carrollton, GA 30116
(Mont. Ind., March 14, 21, 28 & April 4, 2019)

**THE MONTGOMERY
Independent**

COUNTY

public in and for the county and state listed above, personally appeared Jeff A. Martin, who, by me Duly sworn, deposes

Martin. I am the Publisher of The Montgomery Independent newspaper.

published the attached legal notice in the issue(s) of: 3/14/19, 3/21/19, 3/28/19 & 4/4/19

or publication was \$ 114.⁰⁰. The sum charged by The Montgomery Independent for said publication does not exceed the fee paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the notice appeared.

agreements between The Montgomery Independent and the officer or attorney charged with the duty of placing the attached notices where by any advantage, gain or profit accrued to said officer or attorney.

Sworn and subscribed this 4th day of Apr., 2019.



MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 2

AGENDA

MAY 20 2019

DEPARTMENT: DA - Child Support REQUESTED BY: Daryl Bailey 05/13/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/13/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Dues and Membership Fees	775-56120.171	1,000	515	1,515
Travel - Registration & Training	775-56120.265	5,000	(515)	4,485
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 6,000	\$ 0	\$ 6,000

JUSTIFICATION: To realign budgets for expenditures

MONTGOMERY COUNTY COMMISSION

AGENDA

BUDGET CHANGE REQUEST

MAY 20 2019

Request Number: 1

DEPARTMENT: Personnel REQUESTED BY: Carmen Douglas 5/14/19
 Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/14/19
 Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Legal Services	123-51961.305	20,000	(6,000)	14,000
Contract Services	123-51961.304	5,000	6,000	11,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 25,000	\$ 0	\$ 25,000

JUSTIFICATION: Adjust budget due to increase in Contract Service charges

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 1**AGENDA****MAY 20 2019**

DEPARTMENT: Support Services REQUESTED BY: Lamar Allen 5/15/19
 Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/15/19
 Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Bldg Repair and Maintenance	001-51901.231	250,000	(22,249)	227,751
Other Equipment	001-51901.591	0	22,249	22,249
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 250,000	\$ 0	\$ 250,000

JUSTIFICATION: To realign the Support Services budget to cover the purchase of 2 Kawasaki Mules to replace 2 sixteen year old gators that are not serviceable.

POSITION FILL REQUEST- BUDGETED VACANCY

MAY 20 2019

DEPARTMENT: Montgomery County Engineering District 3

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

POSITION INFORMATION:

Position Title County Road Equipment Operator 1

Position Number 630551024 - Replace C Merriweather

Pay Grade S04-1 Pay Range 26,096-38,992

Proposed Effective Date June 3, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date 05/06/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/09/2019

Sherrill Thomas

Finance Director

Date 05/09/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAY 20 2019

DEPARTMENT: Probate
DEPARTMENT HEAD: Judge Steven L. Reed
SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Administrative Support Associate (replace Sosa)
Position Number 750013055
Pay Grade A03 Pay Range \$ 25,630-38,294
Proposed Effective Date June 17, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 5/14/19
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/15/2019
Employee Benefit Manager

Sherrill Thomas Date 5/15/2019
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

MAY 20 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven L. Reed

SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Customer Service Clerk (replace M. Glenn)

Position Number 750016026

Pay Grade A04 Pay Range \$ 28,765-42,978

Proposed Effective Date June 17, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed

Department Head

Date 5/14/19

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/15/2019

Sherrill Thomas

Finance Director

Date 5/15/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAY 20 2019

DEPARTMENT: Probate
DEPARTMENT HEAD: Judge Steven L. Reed
SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Customer Service Clerk (replace T. Vaughn)
Position Number 750016050
Pay Grade A04 Pay Range \$ 28,765-42,978
Proposed Effective Date June 17, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 5/14/19
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/15/2019
Employee Benefit Manager

Sherrill Thomas Date 5/15/2019
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAY 20 2019

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven L. Reed

SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Customer Service Clerk (replace M. Olarewaju)

Position Number 750016060

Pay Grade A04 Pay Range \$ 28,765-42,978

Proposed Effective Date June 17, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed

Department Head

Date 5/14/19

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/15/2019

Sherrill Thomas

Finance Director

Date 5/15/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

MAY 20 2019

DEPARTMENT:	Revenue Commissioner's Office
DEPARTMENT HEAD:	Janet Buskey
SUPERVISOR:	Allyson Holland

POSITION INFORMATION:

Position Title	Customer Service Clerk	
Position Number	800016001 (replace D Shelton)	
Pay Grade	A04	Pay Range 28,765 - 42,978
Proposed Effective Date	6/17/2019	
Type of Hire	(☒) New (☐) Promotional	
Type of Appointment	(☒) Permanent (☐) Temporary	

DEPARTMENT APPROVAL:

Janet Buskey

Department Head

Date 5/14/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 05/15/2019

Sherrill Thomas
Finance Director

Date 5/15/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

MAY 20 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise, Chief Probation Officer
 SUPERVISOR: Brandi Alexander, Detention Director

POSITION INFORMATION:

Position Title Juvenile Detention Officer
 Position Number 900300013 (Replace M.Flen)
 Pay Grade PC-1 - Step 1 Pay Range \$32,597 - \$48,705
 Proposed Effective Date June 3, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise/lp

Department Head

Date 5/13/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/13/2019

Sherrill Thomas

Finance Director

Date 05/13/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 23

AGENDA

MAY 20 2019

Date: May 15, 2019
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 20, 2019 Return Date: August 23, 2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend the 2019 Association of County Commission of Alabama (ACCA)
Annual Convention

Traveler (s) Name: 1. Elton Dean 4. Doug Singleton
2. Ronda Walker 5. Isaiah Sankey
3. Dan Harris 6. Florence Cauthen

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

Total (est.) Cost: \$5,203.00 Advance Registration Required: \$1,025.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration-\$1025.00 Hotel-\$2730.00 Mileage-\$1148.00 Meals-\$300.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$5,203.00 and advance registration of \$1,025.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$33,900.00</u>	
Approved Requests:	<u>\$28,645.47</u>	
Budget Available:	<u>\$5,254.53</u>	
Current Requests:	<u>\$5,203.00</u>	
Budget Balance:	<u>\$51.53</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/16/2019

cc: Finance Director / Buyer

19-1

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

MAY 20 2019

Date: May 10, 2019
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: August 27, 2019 Return Date: August 27, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ASCPA Governmental A&A & Yellow Book Update
Qualifies toward 40 hours required annually for CPA license

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

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

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

Department Name: Finance Fund Name: General

Additional Comments: _____

To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$783.28</u>
Budget Available:	<u>\$2,216.72</u>
Current Requests:	<u>\$275.00</u>
Budget Balance:	<u>\$1,941.72</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/10/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

MAY 20 2019

Date: May 10, 2019
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: September 19, 2019 Return Date: September 19, 2019
Conference Leave (Days / Hours): 4 hours
Purpose of Travel: Attend ASCPA Governmental A&A & Yellow Book Update
Qualifies toward 40 hours required annually for CPA license

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

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

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

Department Name: Finance Fund Name: General

Additional Comments: _____

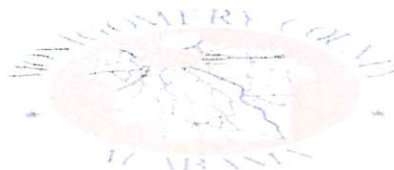
To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$783.28</u>	
Budget Available:	<u>\$2,216.72</u>	
Current Requests:	<u>\$450.00</u>	
Budget Balance:	<u>\$1,766.72</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/10/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

MAY 20 2019

Date: May 16, 2019
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Hoover, AL
Departure Date: July 19, 2019 Return Date: July 19, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ALTIST - Special Issues Course
Qualifies for 8 CPE hours - 2019 CRE requirement

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

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

Total (est.) Cost: \$286.28 Advance Registration Required: \$175.00

Department Name: Finance Fund Name: General

Additional Comments: Registration \$175.00. Mileage \$96.28. Meal \$15

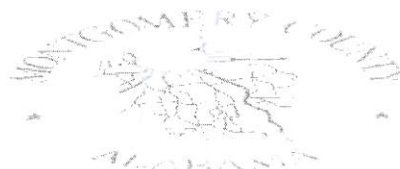
To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$286.28 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$783.28</u>	
Budget Available:	<u>\$2,216.72</u>	
Current Requests:	<u>\$736.28</u>	
Budget Balance:	<u>\$1,480.44</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/16/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA

MAY 20 2019

Date: May 16, 2019
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Hoover, AL
Departure Date: September 13, 2019 Return Date: September 13, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ALTIST - Mandatory Update Course
Qualifies for 8 CPE hours - 2019 CRE requirement

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

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

Total (est.) Cost: \$286.28 Advance Registration Required: \$175.00
Department Name: Finance Fund Name: General
Additional Comments: Registration \$175.00. Mileage \$96.28. Meal \$15

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

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$286.28 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$783.28</u>	
Budget Available:	<u>\$2,216.72</u>	
Current Requests:	<u>\$1,022.56</u>	
Budget Balance:	<u>\$1,194.16</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/16/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

MAY 20 2019

Date: May 10, 2019
To: Donald L. Mims, Administrator
From: Hannah Hawk
Re: Approval for the following travel:

Destination: Montgomery, Alabama (Riverwalk Stadium)
Departure Date: June 11, 2019 Return Date: June 11, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend the PRCA Montgomery's 2019 Professional Development Conference

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

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

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

Department Name: Public Affairs Fund Name: General

Additional Comments: Note: Hannah is a member of the Board - No registration fee

To: Hannah Hawk

From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$341.12</u>
Budget Available:	<u>\$1,658.88</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$1,658.88</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/13/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 37

AGENDA

MAY 20 2019

Date: May 10, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: 07.08.2019 Return Date: 07.12.2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend First Line Supervision Series

Traveler (s) Name: 1. James Pouncey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$10.00 Advance Registration Required: \$10.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$10.00 and advance registration of \$10.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$35,025.00</u>
Budget Available:	<u>\$4,975.00</u>
Current Requests:	<u>\$10.00</u>
Budget Balance:	<u>\$4,965.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/10/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 10

AGENDA

MAY 20 2019

Date: May 15, 2019
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Montgomery County Health Department, AL
Departure Date: May 23, 2019 Return Date: May 23, 2019
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend the Substance Abuse and Chronic Health Conditions Conference

Traveler (s) Name: 1. Natalie Mason 4. _____
2. Ontkeno Boman 5. _____
3. Rachel Wert 6. _____

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

Total (est.) Cost: \$195.00 Advance Registration Required: \$0.00

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

To: Beverly Riddle Wise

From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$195.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$4,796.23</u>	
Budget Available:	<u>\$5,203.77</u>	
Current Requests:	<u>\$195.00</u>	
Budget Balance:	<u>\$5,008.77</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/15/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

MAY 20 2019

Date: May 15, 2019
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Hillcrest, 6869 5th Avenue South, Birmingham, AL 35212
Departure Date: June 7, 2019 Return Date: June 7, 2019
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend training: Behavioral Modification for Adolescents

Traveler (s) Name: 1. Rhonda Wimbley 4. _____
2. Kim Parham 5. _____
3. Rachel Wert 6. _____

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

Total (est.) Cost: \$45.00 Advance Registration Required: \$45.00

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Please mail check to : Jill Waters, Hillcrest,
6869 5th Ave., South
Birmingham, AL 35212

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$45.00 and advance registration of \$45.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$4,796.23</u>	
Budget Available:	<u>\$5,203.77</u>	
Current Requests:	<u>\$240.00</u>	
Budget Balance:	<u>\$4,963.77</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/15/2019

cc: Finance Director / Buyer

19-9

Montgomery County Commission
Travel / Training Request Approval
Request # 16

AGENDA

MAY 20 2019

Date: 4/23/2019
To: Donald L. Mims, Administrator
From: George Speake
Re: Approval for the following travel:

Destination: New Orleans, LA
Departure Date: September 21, 2019 Return Date: September 25, 2019
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend Administrative Professionals Conference 2019

Traveler (s) Name: 1. Shirley Bazzell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,989.00 Advance Registration Required: \$1,510.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265

Additional Comments: Registration \$1,510. Hotel \$750, Food \$200, Parking \$150,
Mileage \$379

To: George Speake, County Engineer

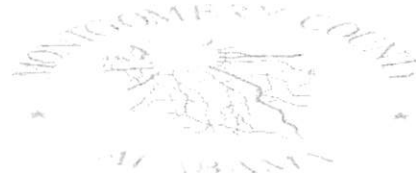
From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,989.00 and advance registration of \$1,510.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$19,000.00</u>	
Approved Requests:	<u>\$10,592.00</u>	
Budget Available:	<u>\$8,408.00</u>	
Current Requests:	<u>\$2,989.00</u>	
Budget Balance:	<u>\$5,419.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/24/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA

MAY 20 2019

Date: May 14, 2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery , AL
Departure Date: JUNE 5, 2019 Return Date: JUNE 7, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Real and Personal Property Calculations

Traveler (s) Name: 1. Sean Broadnax 4. Shamari Cooke
2. Kahlia Bell 5. _____
3. Chris Kervin 6. _____

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

Total (est.) Cost: \$1,100.00 Advance Registration Required: \$1,100.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage: \$0.00 Lodging: \$0.00 Meals: \$0.00
Registration: \$1,100.00
TOTAL EST. COST: \$1,100.00

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

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,100.00 and advance registration of \$1,100.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$20,318.64</u>	
Budget Available:	<u>\$9,681.36</u>	
Current Requests:	<u>\$1,100.00</u>	
Budget Balance:	<u>\$8,581.36</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/14/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA

MAY 20 2019

Date: May 2, 2019
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Foley, AL
Departure Date: July 23, 2019 Return Date: July 26, 2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend 2019 AAPPA Annual Conference and Problem Solving Forum

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. Mark Willis 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,685.32 Advance Registration Required: \$800.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: Per person: Hotel - \$540.00; Problem Solving Forum registration - \$150.00
Conference registration - \$250.00; Food - \$300.00
Mileage total \$205.32

To: Carmen Douglas, Personnel Director
From: Donald L. Mims, Administrator
The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,685.32 and advance registration of \$800.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>123-51961.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$15,378.20</u>	
Budget Available:	<u>\$9,621.80</u>	
Current Requests:	<u>\$2,685.32</u>	
Budget Balance:	<u>\$6,936.48</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/2/2019
cc: Finance Director / Buyer

19-12

Resolution

WHEREAS, Mr. Dimitrios Gus Polizos was born on August 14, 1950, in Montgomery, Alabama, to Kiki Hiras Polizos and the late Gus V. Polizos; and

WHEREAS, he graduated from Troy State University with a degree in business; and

WHEREAS, he was a devoted husband to his beloved wife, Dorothy Ann Gibbons Caver Polizos, a loving father to his three children, Kiki Kipreos (Nikolaos), Pete Polizos (Ashli) and Dean Polizos and a beloved grandfather to his five grandchildren, Eleni Kipreos, Stefanos Kipreos, James Polizos, Andrew Polizos and Adelyn Polizos; and

WHEREAS, he was a lifelong member of the Greek Orthodox Church of the Annunciation; and

WHEREAS, Rep. Polizos' interest in owning a small business combined with his passion for the food service industry led him to follow in his father's footsteps in the restaurant business. He owned several food establishments over a span of 44 years, including The Pub in Montgomery Mall, Capitol Grill, and finally Mr. Gus' on Atlanta Highway which he opened in 2003; and

WHEREAS, he had a servant's heart and followed his calling to help others by serving as District 3 Montgomery County Commissioner from 2004-2013; and

WHEREAS, during his years as Commissioner, Mr. Polizos worked tirelessly to improve the lives of Montgomery County citizens. While Commissioner, he was an advocate for refurbishing the former Montgomery Advertiser building, now Courthouse Annex III and home to the County Commission office; and

WHEREAS, he went on to serve the state as State Representative for House District 74 from 2013 until his death; and

WHEREAS, in the House he served as vice-chair of the Small Business and Commerce Committee. Rep. Polizos was known as a conservative who was watchful of tax dollars and a man of honor who cared deeply for his family and constituents; and

WHEREAS, he was a lifelong member of the Order of AHEPA (American Hellenic Educational Progressive Association) where he served in the past as President and District Governor. AHEPA is a philanthropic organization supporting many national projects including the AHEPA National Housing Corporation, one of the largest providers of affordable housing for the elderly with 95 apartment communities in 21 states. Rep. Polizos served on the board for the AHEPA Penelope Apartments in Hoover, Alabama, and as President of the AHEPA Chapter 23 Senior Apartments in Montgomery. As part of his duties, he served on the Board of Directors for the AHEPA National Housing Corporation; and

WHEREAS, Mr. Polizos transitioned from his earthly home into eternal joy and peace on March 27, 2019, at the age of 68.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor the memory of Commissioner and Representative Dimitrios Polizos, acknowledge his many contributions to Montgomery County and its citizens, and express our condolences to his family.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 20th day of May, 2019.

Montgomery County Commission **AGENDA**

A County Older Than The State

MAY 20 2019



*Established 1816
Montgomery, Alabama*

Resolution

WHEREAS, the Lee High School Speech and Debate Team was created in 2012; and

WHEREAS, since 2012, the team has competed in six state championships; and

WHEREAS, from April 11 – 13, 2019, The Lee High School Speech and Debate Team competed in the Alabama State Speech and Debate Championship against LAMP, Montgomery Academy, Hoover High School, Prattville High School and Vestavia Hills High School; and

WHEREAS, on Saturday, April 12, 2019, Team Captain and Senior Asiah Thompson was awarded first place in the 2019 State Championship in Dramatic Interpretation; and

WHEREAS, during the competition, Team Coach and Social Studies Teacher Delano Muhammad won the Lois A. Askew Coach of the Year award; and

WHEREAS, the Commission commends the Lee High School Speech and Debate Team for its remarkable achievements and honors Coach Muhammad along with each member for gracefully representing their school and community.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission recognizes the Lee High School Speech and Debate Team for the sacrifices made that are required to perform at this high level. Furthermore, the Commission congratulates Asiah Thompson on winning first place in Dramatic Interpretation and Delano Muhammad on winning the Lois A. Askew Coach of the Year award.

We hereby certify that the above Resolution was presented by the Montgomery County Commission on this, the 20th day of May, 2019.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mls*

DATE: May 16, 2019

RE: Contract No. 52110-18B-002
Emergency Medical Treatment and Transportation

Request that rules be waived and approval of attached Amendment No. 1 to Haynes Ambulance of Alabama, Inc. contract for emergency medical treatment and transportation be placed on the agenda May 20, 2019.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning May 31, 2019 and ending on May 30, 2020.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Donald Mims, County Administrator.

Attachment

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

Amendment
To
Contract # 52110-18B-002

Amendment No. 1

Contract with Haynes Ambulance of Alabama, Inc. for security services, is hereby extended for one (1) year beginning May 31, 2019 and ending May 30, 2020.

All other provisions of the contract will remain the same.

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

May 16, 2019

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

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

I am requesting an executive session to be held before the Montgomery County Commission on Monday May 20, 2019. Please be advised that I have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,


Ellen G. McNair, CEcD
Senior Vice President
Corporate Development

ATTACHMENT E:

**A Checklist for Conducting Lawful
EXECUTIVE SESSIONS**

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

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, June 3, 2019, at 5:00 in the afternoon.



Administrator



Chairman