

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

OCTOBER 7, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 4:08 p.m. The meeting was held at the Montgomery County Activity Center, 147 Old School House Road, Grady, Alabama.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Harris and Commissioner Sankey requested to add additional items to their miscellaneous appropriations accounts that was on the agenda.

The Commission agreed to add these items to the miscellaneous appropriation accounts.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding Amendment Number 1 to Contract with Kellwell Food Management, Inc., regarding converting to Option 1 on the Current Contract and with a provision that once the operation in the kitchen at the Montgomery County Detention Facility is back to normal use and Kellwell Food Management, Inc., is offered inmate labor, the pricing will revert back to Option 3. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Cunningham briefed the Commission regarding Amendment Number 3 to Contract with Gulf States Distributors regarding a sixty (60) day extension, beginning October 17, 2019 and ending on December 16, 2019 for footwear. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding a Bid Award to Bob Barker Company for Section I and Section II regarding hygiene products, Bid Number 52110-19B-028. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding a Special Event Alcohol License Application from Rancho El Paraiso, LLC for October 19, 2019. Commissioner Singleton stated that he is objecting to the application. Commissioner Harris stated that he would be in favor in order to regulate the sale of alcohol instead of “bring your own beer”. Attorney Gallion advised that this event is in the police jurisdiction and the City of Montgomery would have to approve/deny the license. No action was taken by the Commission.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding their request to upgrade the security cameras and add video storage. He handed out a memo outlining his proposal for a short-term solution and his recommendation for the long term that will meet the Sheriff’s storage requirements. He requested \$26,000 for the purchase and installation of two Sony high tech exterior cameras on Annex I to cover the front of the Courthouse area. After discussion, the Commission agreed to add \$26,000 to the miscellaneous appropriations from the designated revenue infrastructure account that was on the agenda.

Mr. Ialacci also briefed the Commission regarding the IT computer server room and video storage requirements that were covered in his same memo. He stated that the Commission would need to approve additional funding of \$350,000 within the next year to expand the video storage to the required ninety days. (Copy of Memorandum, Agenda Page 32-1, is attached to these Minutes)

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding a Bid Award to Twin Oaks Environmental regarding Metal Pipe, Bid Number 53000-19B-031. After discussion, the Commission agreed to place this item on the next agenda for approval.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners. Ms. Hawk presented Resolution Declaring that the County is Committed to Partnering with the U.S. Census Bureau. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley presented an Engagement/Contract of Appraisal Assignment with Valbridge Property Advisors to perform an Independent Fee Appraisal for property located at 100 Capitol Commerce Boulevard in the amount of \$4,600. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PARKS & RECREATION DIRECTOR JAMES WILLIAMS AND
GENERAL SERVICES DIRECTOR LAMAR ALLEN

Parks & Recreation Director James Williams presented an Architectural Agreement with Barganier Davis Williams Architects Associated regarding renovation and expansion of the Flatwood Community Center. Commissioner Sankey briefed his fellow Commissioners regarding the plans for the center and requested that they consider placing this Agreement on the agenda. Commission Harris stated that it was not ready for the agenda in that a lot of the costs were listed as “to be determined”. He requested in writing a line item budget for the project and a scope of work.

General Services Director Lamar Allen briefed the Commission regarding Deduct Change Order Number 1 from Cleary Construction, Inc., regarding Old Selma Road Park Clearing & Grubbing Package. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Allen presented a Final Invoice from Cleary Construction, Inc., regarding Old Selma Road Park Clearing & Grubbing Package. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Allen noted that there were issues regarding the Detention Facility flooring during the renovation and it would require an \$80,000 to be added to the allowance. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DR. A. Z. HOLLOWAY WITH THE JOINT PUBLIC CHARITY
HOSPITAL BOARD

Dr. A. Z. Holloway with the Joint Public Charity Hospital Board briefed the Commission on the duties of the board. He stated that they held quarterly meeting. Dr. Holloway reminded the Commission of a vacancy on the board. Administrator Mims noted that an appointment would be considered at today’s meeting.

PRESENTATION BY MR. NIMROD T. FRAZER, JR., WITH INDUSTRIAL PARTNERS,
LLC

Mr. Nimrod T. Frazer, Jr., with Industrial Partners, LLC, briefed the Commission regarding a Resolution for the assignment of a partial interest in an option with Industrial Partners, L.L.C., to KOWA Pharmaceuticals America, Inc., for the sale of 14.3 acres of land in the Montgomery Industrial Park. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Frazer presented Warranty Deed selling 14.3 acres of land located in the Montgomery Industrial Park to KOWA Pharmaceuticals America, Inc., and authorization for the following documents: Settlement Statement, Real Estate Sales Validation Form, and Commercial Real Estate Broker’s Lien Certification. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY ATTORNEY RILEY ROBY WITH BALCH & BINGHAM LLP

Attorney Riley Roby with Balch & Bingham LLP briefed the Commission regarding a Resolution authorizing a Funding Agreement with the Montgomery County Community Cooperative District. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Memorandum of Understanding with the Administrative Office of Courts concerning the phase out of County Commission funding for County employees of the Youth Facility Juvenile Court assigned to the County Circuit Clerk's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a Resolution to Amend Pike Road Volunteer Fire Protection Authority Certificate of Incorporation. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 29, 2019. The Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution Authorizing the County's Christmas Holiday Observance on Tuesday, December 24, 2019. The Commission agreed to place this item on the next agenda.

Administrator Mims presented the 2020 Membership Dues in the amount of \$175 to Leadership Alabama for Vice Chairman Ronda M. Walker. The Commission agreed to place this item on the next agenda.

Administrator Mims presented the 2020 Membership Dues in the amount of \$14,473 to the Association of County Commissions of Alabama (ACCA). The Commission agreed to place this item on the next agenda.

Administrator Mims requested payment of the 2020 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen. The Commission agreed to place this item on the next agenda.

Administrator Mims presented an invoice to the Central Alabama Sports Commission for the 2019 Guardian Credit Union FCS Kickoff Sponsorship in the amount of \$40,000. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Numbers 1 and 2. The Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding the allocation of a Risk Control Administrator – Part Time (RSA) and related Position Fill Request. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Sight Savers America (SSA) requesting \$11,150 for the Program. The Commission agreed to discuss this request at the next meeting.

Administrator Mims presented a letter from the National Guard Bureau regarding a Draft Environmental Assessment (EA) and Draft Finding of No Significant Impact (FONSI) for Construction, Renovation, and Demolition of Facilities at the 187th Fighter Wing (187FW), Montgomery, Alabama.

Administrator Mims presented a Memorandum regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc., expiring November 3, 2019. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented a letter from the Alabama Historical Commission regarding the Addition of Mt. Olive Missionary Baptist Church, 3465 Old Selma Road, Montgomery, to the Alabama Register of Landmarks and Heritage.

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

Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection Report for October 2019.

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Meeting.

The meeting was opened with prayer led by Mr. Cooper Stinson, Pastor of Ramer United Methodist Church.

The Pledge of Allegiance was led by Mrs. Marion Ellis and the Grady Volunteer Fire Department Honor Guard.

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

COMMENTS BY ATTENDEES

Robert Wagstaff, Chairman of ACTS Community Development Corporation, said good afternoon to the Commissioners. He gave some background information about the community

development program. Mr. Wagstaff explained that his non-profit program helps restore blighted property in low-income areas. He stated they are in the process of restoring a project located at the 1600 block of Edgar D. Nixon Avenue. Mr. Wagstaff requested a donation from the Commission in the amount of \$25,000 to help with the Community Development Project.

Regina Walker, Montgomery County Sheriff's Office Grant Manager, invited everyone to the Montgomery County Sheriff's Office 2019 Halloween Spooktacular on Thursday, October 31, 2019 from 5:30 p.m. until 8:00 p.m. at Garrett Coliseum.

Jimmy Smitherman, Montgomery County Extension Coordinator, said good evening to everyone. He gave a brief update on the Arboretum. Mr. Smitherman said that approximately 350 students visited the Arboretum each week from various schools. Mr. Smitherman thanked Commissioner Walker for visiting and he invited each Commissioner to visit the Arboretum. He also invited everyone to take part in a natural resource tour in the Grady/Ramer area on October 24th. Vice Chairman Walker also encouraged her fellow colleagues to visit the Arboretum.

James Brown, owner of Rancho El Paraiso, addressed the Commission regarding liquor licenses application. He described various activities that are held on his property and said the event is family orientated. He voiced concerns that his liquor license had not been approved when he has done everything by the book. He thanked the Commission for their time.

Tammi Turner, a concerned citizen and business owner in Grady, addressed the Commission regarding speeding issues in the area. She said that she and her family moved to the area approximately a year ago and immediately became concerned about speeding. She said a family member's dog was hit and killed by a speeder. She requested assistance in combatting this issue.

Richard Bartley, a citizen of Grady, also addressed the Commission regarding speeding in the area. He gave the Commissioners handouts illustrating speed humps, which stretch across the entire road, instead of speed bumps. Mr. Bartley said the speed humps are used in certain areas in Florida. He said he thinks the speed humps will do a better job of slowing down the speeders. He then thanked the Commission for their time.

APPROVAL OF MINUTES

Commissioner Singleton made a motion to approve the Minutes of the Regular Meeting of September 16, 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. Vice Chairman Walker made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

JOINT PUBLIC CHARITY HOSPITAL BOARD – APPROVED BOARD MEMBER APPOINTMENTS

Commissioner Harris made a motion to approve Board Member reappointment of Mr. Henry Frazer and the appointment of Mr. Carey L. Owens, Jr., as board members of the Joint Public Charity Hospital Board, for terms ending October 5, 2022. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

PERSONNEL BOARD – APPROVED BOARD MEMBER APPOINTMENT

Commissioner Singleton made a motion to approve Board Member Appointment of J.C. Love to replace James E. Williams as a board member of the Montgomery City/County Personnel Board, for a term expiring October 1, 2022. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS FOR THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM

Commissioner Harris made a motion to approve the Grant Award from the U.S. Department of Justice, Office of Justice Programs for the State Criminal Alien Assistance Program. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Attachments, and Minutes Excerpt Page, Agenda Pages 3-1 through 3-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS FOR THE PRISON RAPE ELIMINATION GRANT (PREA)

Vice Chairman Walker made a motion to approve the Grant Award from the U.S. Department of Justice, Office of Justice Programs for the Prison Rape Elimination Grant (PREA). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Letters, Grant, and Minutes Excerpt Page, Agenda Pages 4-1 through 4-23, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 8ATL FOR THE MONTGOMERY COUNTY SHERIFF'S OFFICE (FY2018 - \$50,000)

Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 8ATL for the Montgomery County Sheriff's

Office (FY2018 - \$50,000). The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda, Agreement and FY2019 Budget Worksheet, Agenda Pages 5-1 through 5-13, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED TO PURSUE THE REDUCING INJURY AND DEATH OF MISSING INDIVIDUALS WITH DEMENTIA AND DEVELOPMENTAL DISABILITIES PROGRAM GRANT

Commissioner Harris made a motion to approve to Pursue the Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program Grant. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 6-1, is attached to these Minutes.)

SHERIFF'S DEPARTMENT – APPROVE TO PURSUE THE STATE FARM GOOD NEIGHBOR CITIZENSHIP GRANT (SAFETY GRANT)

Vice Chairman Walker made a motion to approve to Pursue the State Farm Good Neighbor Citizenship Grant (Safety Grant). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 7-1, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT WITH ASSESSMENT ADVISORS, LLC, FOR WEB BASED SOFTWARE

Commissioner Singleton made a motion to approve the Renewal Amendment to IncomeWorks Software License Agreement with Assessment Advisors, LLC, for Web Based Software. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memoranda, Renewal Amendment and Proposal, Agenda Pages 8-1 through 8-9, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED MONTGOMERY COUNTY PROPERTY TAX ADMINISTRATION SYSTEM SOFTWARE PROFESSIONAL SERVICES AGREEMENT – SOFTWARE CONSULTATION AND CUSTOMIZATION WITH E-RING, INC., TO PURCHASE THE CAPTURE PP MOBILE SOFTWARE

Vice Chairman Walker made a motion to approve the Montgomery County Property Tax Administration System Software Professional Services Agreement – Software Consultation and Customization with E-Ring, Inc., to Purchase the Capture PP Mobile Software. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 9-1 through 9-18, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SERVICES AGREEMENT WITH DILIGENT CORPORATION FOR THE ICOMPASS MEETING MANAGER PRO SOFTWARE

Commissioner Harris made a motion to approve the Services Agreement with Diligent Corporation for the iCompass Meeting Manager Pro Software. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Agreement, Attorney Gallion's Opinion and Documents, Agenda Pages 10-1 through 10-22, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AWARD OF THE REQUEST FOR PROPOSAL AND RELATED CONTRACT TO QCHC, INC., CONCERNING THE DETAINEE MEDICAL SERVICES PROGRAM (RFP NUMBER 52602-19P-019)

Vice Chairman Walker made a motion to approve the Award of the Request for Proposal and Related Contract to QCHC, Inc., concerning the Detainee Medical Services Program (RFP Number 52602-19P-019). The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker, Commissioner Singleton and Commissioner Harris voted in favor of the motion. Commissioner Sankey voted in opposition and the motion carried. (Copies of Memoranda, Agreement, and Attorney Gallion's Opinion, Agenda Pages 11-1 through 11-17, 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 to agencies reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton 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 12-1, 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.

Commissioner Singleton 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 13-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

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

Commissioner Harris made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 14-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BID AWARD TO FOLEY PRODUCTS COMPANY FOR CONCRETE PIPE, CLASS III AND CLASS IV AND TO ALABAMA PIPE AND SUPPLY COMPANY, INC., FOR 3:1 BEVEL CUT PAIRS AND THE POLYETHYLENE LIFE HOLE PLUGS, BID NUMBER 53000-19B-027

Vice Chairman Walker made a motion to approve Bid Award to Foley Products Company for Concrete Pipe, Class III and Class IV and to Alabama Pipe and Supply Company, Inc., for 3:1 Bevel Cut Pairs and the Polyethylene Life Hole Plugs, Bid Number 53000-19B-027. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bids and Agreements, Agenda Pages 15-1 through 15-10, are attached to these Minutes.)

YOUTH FACILITY – APPROVED BID AWARD TO BORDEN DAIRY OF ALABAMA FOR MILK AND JUICE PRODUCTS, BID NUMBER 52603-19B-030

Vice Chairman Walker made a motion to approve the Bid Award to Borden Dairy of Alabama for Milk and Juice Products, Bid Number 52603-19B-030. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memoranda. Bids and Agreement, Agenda Pages 16-1 through 16-6, are attached to these Minutes.)

FINANCE DEPARTMENT – APPROVED TO HIRE A PAYROLL AND BENEFITS ASSISTANT AT PAY GRADE A4, STEP 3 (\$30,795)

Commissioner Harris made a motion to approved to Hire a Payroll and Benefits Assistant at Pay Grade A4, Step 3 (\$30,795). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 17-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. County Road Equipment Operator I, Position Number 620551016

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

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUESTS (2)

1. Community Corrections Assistant Director, Position Number 300363015
2. Community Corrections Officer, Position Number 300359002

Vice Chairman Walker 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 19-1 and 19-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

1. Corrections Officer Trainee, Position Number 500419205
2. Corrections Officer Corporal, Position Number 500425009

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 20-1 and 20-2, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Legal Support Assistant, Position Number 408020017
2. Pre-Trial Interviewer, Position Number 428075004

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

PERSONNEL DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. Personnel Analyst, Position Number 700187006
2. Personnel Analyst, Position Number 700187007

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 22-1 and 22-2, are attached to these Minutes.)

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

1. Revenue Branch Supervisor, Position Number TBD

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

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

1. Deputy Sheriff Corporal, Position Number 550429020
2. Deputy Sheriff Corporal, Position Number 550429109

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 24-1 and 24-2, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (11)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|-------------------------------|-------------------------|
| 1. Finance Department | Request Numbers 1 and 2 |
| 2. District Attorney’s Office | Request Number 1 |
| 3. Sheriff’s Office | Request Number 1 |
| 4. Detention Facility | Request Number 1 |
| 5. Risk Management | Request Numbers 1 and 2 |
| 6. Engineering Department | Request Number 1 |
| 7. Personnel Department | Request Number 1 |
| 8. Community Corrections | Request Numbers 1 and 2 |

Commissioner Harris made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 25-1 through 25-11, are attached to these Minutes.)

WAIVE RULES

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

DETENTION FACILITY – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH KELLWELL FOOD MANAGEMENT, INC., REGARDING CONVERTING TO OPTION 1 ON THE CURRENT CONTRACT AND WITH A PROVISION THAT ONCE THE OPERATION IN THE KITCHEN AT THE MONTGOMERY COUNTY DETENTION FACILITY IS BACK TO NORMAL USE AND KELLWELL FOOD MANAGEMENT, INC., IS OFFERED INMATE LABOR, THE PRICING WILL REVERT BACK TO OPTION 3, CONTRACT NUMBER 52200-19B-010

Commissioner Sankey made a motion to approve Amendment Number 1 to Contract with Kellwell Food Management, Inc., regarding Converting to Option 1 on the Current Contract and with a Provision that Once the Operation in the Kitchen at the Montgomery County Detention Facility is back to Normal Use and Kellwell Food Management, Inc., is offered Inmate Labor, the Pricing will Revert Back to Option 3, Contract Number 52200-19B-010. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Letter, Amendment, Contract and Pricing Sheet, Agenda Pages 26-1 through 26-8, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION DECLARING THAT THE COUNTY IS COMMITTED TO PARTNERING WITH THE U.S. CENSUS BUREAU

Vice Chairman Walker made a motion to adopt the Resolution Declaring that the County is Committed to Partnering with the U.S. Census Bureau. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 27-1, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING THE ASSIGNMENT OF A PARTIAL INTEREST IN AN OPTION WITH INDUSTRIAL PARTNERS, L.L.C., TO KOWA PHARMACEUTICALS AMERICA, INC., CONCERNING THE SALE OF 14.3 ACRES OF LAND IN THE MONTGOMERY INDUSTRIAL PARK

Commissioner Singleton made a motion to adopt the Resolution regarding the Assignment of a Partial Interest in an Option with Industrial Partners, L.L.C., to KOWA Pharmaceuticals America, Inc., concerning the Sale of 14.3 Acres of Land in the Montgomery Industrial Park. The motion was seconded by Vice Chairman Walker. Chairman Dean, Vice Chairman Walker and Commissioner Singleton voted in favor of the motion. Commissioner Harris voted no, Commissioner Sankey abstained, and the motion carried. (Copies of Resolution, Email and Attorney Gallion's Opinion, Agenda Pages 28-1 through 28-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED WARRANTY DEED SELLING 14.3 ACRES OF LAND LOCATED IN THE MONTGOMERY INDUSTRIAL PARK TO KOWA PHARMACEUTICALS AMERICA, INC., AND AUTHORIZATION FOR THE FOLLOWING DOCUMENTS: SETTLEMENT STATEMENT, REAL ESTATE SALES VALIDATION FORM, AND COMMERCIAL REAL ESTATE BROKER'S LIEN CERTIFICATION

Vice Chairman Walker made a motion to approve the Warranty Deed Selling 14.3 Acres of Land located in the Montgomery Industrial Park to KOWA Pharmaceuticals America, Inc., and

Authorization for the following documents: Settlement Statement, Real Estate Sales Validation Form, and Commercial Real Estate Broker's Lien Certification. The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker and Commissioner Singleton voted in favor of the motion. Commissioner Harris voted no, Commissioner Sankey abstained, and the motion carried. (Copies of Warranty Deed, Lien Certification and Attorney Gallion's Opinion, Agenda Pages 29-1 through 29-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE OFFICE OF COURTS REGARDING THE PHASE OUT OF COUNTY COMMISSION FUNDING FOR COUNTY EMPLOYEES OF THE YOUTH FACILITY JUVENILE COURT ASSIGNED TO THE COUNTY CIRCUIT CLERK'S OFFICE

Commissioner Harris made a motion to approve the Memorandum of Understanding with the Administrative Office of Courts regarding the Phase Out of County Commission Funding for County Employees of the Youth Facility Juvenile Court assigned to the County Circuit Clerk's Office. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Memorandum of Understanding, Agenda Pages 30-1 through 30-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED REQUEST FOR AN INCREASE IN THE OWNER'S ALLOWANCE BY \$80,000 FOR REPAIRS TO THE KITCHEN FLOOR IN THE COUNTY DETENTION FACILITY, SUBJECT TO REVIEW BY COUNTY ATTORNEY

Vice Chairman Walker made a motion to approve the request for an increase in the Owner's Allowance by \$80,000 for repairs to the kitchen floor in the County Detention Facility, subject to review by County Attorney. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Letter, Agenda Pages 31-1 and 31-2, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Harris had no comment

Chairman Dean welcomed everyone to the meeting.

Vice Chairman Walker said it was nice to be in the Grady Community.

Commissioner Sankey said he and his family enjoyed the view as they drove from Montgomery. He also said he was impressed with the improvement of the Montgomery County Activity Center and hoped that he will get the same support in his district. Commissioner Sankey thanked the County employees for the work they did on the building. He also shared that he has family members who live in the Grady community.

Commissioner Singleton also thanked Director of General Services Lamar Allen, Parks and Recreation Director James Williams and their employees for the great job they did in remodeling the Activity Center. He stated the center offers a variety of activities during the week for the citizens of the area. Commissioner Singleton thanked Mrs. Marion Ellis and the Honor Guard for leading the Pledge of Allegiance and Pastor Stinson for leading the prayer. He also thanked the volunteer fire fighters and the community for attending the meeting.

ADJOURNMENT

Commissioner Sankey made a motion to adjourn the meeting of the Montgomery County Commission on October 7, 2019, at 6:27 p.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

10-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-13-19

Check Number	To	Check Number
288803		288884
Total Checks Paid		\$461,010.45

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

10-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-13-19

Check Number	To	Check Number
288885		288938
Total Checks Paid		\$1,057,009.68

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

10-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-20-19

Check Number	To	Check Number
288939		288988
Total Checks Paid		\$612,308.64

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

10-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-20-19

Check Number	To	Check Number
288989		289108
Total Checks Paid		\$434,403.78

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

OCT - 7 2019

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
9/27/19

Payroll Check Number	132960	To	Payroll Check Number	133022	\$	48,228.70
Direct Deposits					\$	885,133.18
Payroll Check Number	133023	To	Payroll Check Number	133040	\$	45,515.00
Direct Deposits					\$	604,889.57
Federal Deposits					\$	306,393.95
Total Payroll Paid					\$	1,890,160.40

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

OCT - 7 2019

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Joint Public Charity Hospital Board Appointments

The Montgomery County Commission, at its meeting on September 16, 2019, agreed to place on the next agenda the reappointment of Mr. Henry Frazer and the appointment of Mr. Carey L. Owens, Jr., as board members of the Joint Public Charity Hospital Board, for terms ending October 5, 2022.

I am requesting approval of these appointments.

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

Joint Public Charity Hospital Board

Members:

Term Expires:

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

10/5/2019

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

10/5/2019

Dr. Albert Holloway, Chairman
687 Timberlane Road
Pike Road, AL 36
Phone: 288-0009

10/5/2020

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

10/5/2020

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

10/5/2021

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

10/5/2021

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

Permanent

Term: 3 years

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

OCT - 7 2019

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery City/County Personnel Board

The Montgomery County Commission, at its meeting on September 16, 2019, agreed to place on the next agenda the appointment of J.C. Love to replace James E. Williams as a board member of the Montgomery City/County Personnel Board, for a term expiring October 1, 2022.

I am requesting approval of this appointment.

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

Personnel Board, City-County

Members:

Term Expires:

* James E. Williams P.O. Drawer 5130 Montgomery, AL 36103 Home: 834-4746 Work: 263-6621	(County)	10/1/2022
Johnny Baker, (Chairman) 2277 Semmes Drive Montgomery, AL 36106 Home: 272-9405 Work: 262-7773	(Courts)	10/1/2023
Benita Froemming	(City)	10/1/2001

NOTE: Although Ms. Froemming's term expired 10/1/2001, she will continue to serve on the Board as the City's Representative until the city deems it appropriate to take action on this matter.

Term: 6 years

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

OCT - 7 2019

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Grant Award for the State Criminal Alien Assistance Program (SCAAP)

The Montgomery County Commission, at its meeting on May 6, 2019, approved a Grant Application to the U.S. Department of Justice regarding the State Criminal Alien Assistance Program (SCAAP) for the Sheriff's Office.

Attached is a letter from Sheriff Cunningham requesting approval and acceptance of this grant award in the amount of \$10,421.

I have placed this item on the agenda for approval.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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31



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman,
Montgomery County Commission

FROM: Regina Walker, Grant Manager,
Montgomery County Sheriff's Office

Subject: State Criminal Alien Assistance Grant Program

Date: October 1, 2019

The Montgomery County Sheriff's Office has been awarded State Criminal Alien Assistance Program Grant from the U. S. Department of Justice, Office of Justice Programs. We are requesting your approval and acceptance of this grant in the amount of \$10,421.00. I am requesting that this item be placed on the agenda for the October 7th meeting for approval of the County Commission.

Should you have any questions or require additional information, please contact me, at 832-1660 or 313-7216. I thank you for your attention to this matter.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
OFFICE 334.832.4980
FAX 334.832.7113

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

WWW.MontgomerySheriff.CoM



BJA FY 18 State Criminal Alien Assistance Program 2019-H0104-AL-AP

OMB Number 1121-0243
Expires 06/30/2019

[Program
Requirements
&
Instructions](#)

[GMS Home](#)

[Log Off](#)

Grant Number: 2019-AP-BX-0813
Jurisdiction: County of Montgomery
Vendor Number: 636001654
Award Amount: \$10,421

Fiscal Year 2018 Payment Acceptance and Electronic Transfer of Funds

FY 2018 SCAAP Use of Funds List

-- Construction --
 Construction for inmate housing, inmate programs, prison industries in ADA compliance
 -- Training/Education for offender --
 Specific trade employment skills
 GED testing
 Job Preparedness
 -- Training for corrections officers to help manage offender population --
 Bi-lingual language skills
 Less than lethal technology training
 Diversity training

Declaration and Certification to the U.S. Department of Justice as to this Payment/Drawdown Request

☒ I declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I am the "submitting government official" as the term is used and defined in the pertinent OJP program requirements and application instruction document and have authority to make this certification on behalf of the payee; (2) I have conducted (or had conducted for me, including by the payee's legal counsel as appropriate) a diligent review of the pertinent OJP program requirements and application instruction document, all statutory requirements, and all other requirements, certifications, assurances, and conditions that appear in the pertinent State Criminal Alien Assistance Program ("SCAAP") application associated with this payment; and (3) I also have conducted (or had conducted for me) a diligent review of all other matters encompassed by this certification.

To the best of my knowledge and belief, on behalf of myself and the payee, I certify to DOJ, under penalty of perjury, that the following are true as of the date of this request: (1) The payee is in compliance with all requirements for payments under SCAAP that appear in the certifications and assurances for the SCAAP application associated with this payment; (2) the request is accurate and complete and was provided in accordance with the requirements, definitions, and instructions set out in the pertinent OJP program requirements and application instruction document; and (3) any payment made to the payee will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6).

I understand that, in making payment pursuant to this request, DOJ will rely upon this declaration and certification as a material representation. I also understand that a materially false, fictitious, or fraudulent statement in this declaration and certification or otherwise in this payment/drawdown request (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the payee to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Accept

Decline



BJA FY 18 State Criminal Alien Assistance Program
2019-H0104-AL-AP



OMB Number: 1121-0243
Expires: 08/31/2019

[Program Requirements & Instructions](#)

If you need to correct, update or reprint your ACH information please click on the ACH link below.

[GMS Home](#)

[ACH Online Form](#)

[Log Off](#)

Fiscal Year 2018 SCAAP Use of Funds:
Medical Services

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 Vice Chairman Walker and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 6, are attached to these Minutes.)

NEW BUSINESS

MONTGOMERY AREA MENTAL HEALTH AUTHORITY – APPROVED BOARD MEMBER REAPPOINTMENT.

Commissioner Harris made a motion to approve reappointment of Arica Smith as board member of the Montgomery Area Mental Health Authority for a term expiring April 1, 2015. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Board Members' Appointment Page, Board of Directors' Directory and Amendment of Certificate of Incorporation, Agenda Pages 1-1 through 1-5, are attached to these Minutes.)

MONTGOMERY CITY/COUNTY PUBLIC LIBRARY BOARD – APPROVED BOARD MEMBER REAPPOINTMENTS

Commissioner Singleton made a motion to approve reappointments of Patina Moss and Joseph D. Trimble as board members of the Montgomery City/County Public Library Board for terms expiring June 1, 2023. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Board of Trustees' Directory, Agenda Pages 2-1 through 2-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED GRANT APPLICATION TO AETNA FOUNDATION FOR THE CULTIVATING HEALTHY COMMUNITIES (CHC) GRANT PROGRAM

Commissioner Sankey made a motion to approve Grant Application to AETNA Foundation for the Cultivating Healthy Communities (CHC) Grant Program. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 3-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE REGARDING THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)

Vice Chairman Walker made a motion to approve the Grant Application to the U.S. Department of Justice regarding the State Criminal Alien Assistance Program (SCAAP). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Email, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

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

OCT - 7 2019

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Grant Award for the Prison Rape Elimination Grant (PREA)

During the May 6, 2019 Commission meeting, Grant Writer Regina Walker requested approval to submit a grant application to the U.S. Department of Justice for the Prison Rape Elimination Grant (PREA) for the Sheriff's Office. The Commission agreed.

Attached is a letter from Sheriff Cunningham requesting approval and acceptance of this grant award in the amount of \$20,000.

I have placed this item on the agenda for approval.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

4-1



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman,
Montgomery County Commission

FROM: Regina Walker, Grant Manager,
Montgomery County Sheriff's Office

Subject: Prison Rape Elimination Grant (PREA)

Date: October 1, 2019

The Montgomery County Sheriff's Office has been awarded grant from the U. S. Department of Justice, Office of Justice Programs. We are requesting your approval and acceptance of this grant (and the special conditions) in the amount of \$20,000. I am requesting that this item be placed on the agenda for the October 7th meeting for approval of the County Commission.

Should you have any questions or require additional information, please contact me, at 832-1660 or 313-7216. I thank you for your attention to this matter.

RW/dc

cc: Derrick Cunningham, Sheriff

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

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

www.MontgomerySheriff.Com



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 21, 2019

Chairman Elton N. Dean Sr.
Montgomery County Commission
100 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36104

Dear Chairman Dean:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities in the amount of \$20,000 for Montgomery County Commission.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Lucia M. Turck-Gamble, Program Manager at (202) 305-1619; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 21, 2019

Chairman Elton N. Dean Sr.
Montgomery County Commission
100 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36104

Dear Chairman Dean:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	Grant	PAGE 1 OF 15																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Montgomery County Commission 100 South Lawrence Street P.O. Box 1667 Montgomery, AL 36104	4. AWARD NUMBER: 2019-RP-BX-0009																	
	5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021																	
	6. AWARD DATE 09/21/2019	7. ACTION Initial																
2a. GRANTEE IRS/VENDOR NO. 636001655	8. SUPPLEMENT NUMBER 00																	
2b. GRANTEE DUNS NO. 099839086	9. PREVIOUS AWARD AMOUNT \$ 0																	
3. PROJECT TITLE Innovative PREA Compliance Project	10. AMOUNT OF THIS AWARD \$ 20,000																	
	11. TOTAL AWARD \$ 20,000																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - PREA) 34 USC 30301, et seq.; Pub. L. No. 116-6, 133 Stat 13, 112																		
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.735 - Protecting Inmates and Safeguarding Communities Discretionary Grant Program																		
15. METHOD OF PAYMENT GPRS																		
AGENCY APPROVAL GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Elton N. Dean Chairman																	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE																
AGENCY USE ONLY																		
20. ACCOUNTING CLASSIFICATION CODES <table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>RP</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>20000</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	RP	80	00	00		20000	21. URPUGT0398
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT											
X	B	RP	80	00	00		20000											

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 15

PROJECT NUMBER 2019-RP-BX-0009

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 15

PROJECT NUMBER 2019-RP-BX-0009

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

32. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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33. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

34. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

35. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-RP-BX-0009 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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39. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

40. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

41. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42. The recipient understands and agrees that the amount of funding under this award used for supplies and equipment may not exceed 40 percent of the total federal award amount.

43. The recipient understands that proposed subrecipients (subgrantees) are approved on a provisional basis only. The grantee may not obligate, expend, or draw down funds for subrecipients (subgrantees) until explicit written approval from BJA is provided, following the approval of the PREA implementation plan, and BJA has issued a Grant Adjustment Notice (GAN) removing this condition.

44. The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$25,000 for the sole purpose of establishing an implementation plan within 180 days of receiving final approval of the project's budget from OCFO. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed implementation plan and has issued a Grant Adjustment Notice (GAN) removing this condition.

45. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

46. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 15

PROJECT NUMBER 2019-RP-BX-0009

AWARD DATE 09/21/2019

SPECIAL CONDITIONS

47. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for Montgomery County Commission

Awards under this program will be used to support PREA implementation in local confinement facilities nationwide to initiate and/or expand efforts to implement the PREA standards and zero tolerance cultures related to sexual abuse and sexual harassment in these confinement facilities. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
 - (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
 - (3) A renovation which will change the basic prior use of a facility or significantly change its size.
 - (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
 - (5) Implementation of a program involving the use of chemicals.
- Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations.

	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant		PROJECT NUMBER	PAGE 1 OF 1
		2019-RP-BX-0009		
This project is supported under FY19(BJA - PREA) 34 USC 30301, et seq.; Pub. L. No. 116-6, 133 Stat 13, 112				
1. STAFF CONTACT (Name & telephone number)		2. PROJECT DIRECTOR (Name, address & telephone number)		
Lucia M. Turck-Gamble (202) 305-1619		Regina A. Walker Executive Director 532 South Perry Street Montgomery, AL 36104 (334) 832-1660		
3a. TITLE OF THE PROGRAM Category 2: Units of county or city local government agencies			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Innovative PREA Compliance Project				
5. NAME & ADDRESS OF GRANTEE		6. NAME & ADDRESS OF SUBGRANTEE		
Montgomery County Commission 100 South Lawrence Street P.O. Box 1667 Montgomery, AL 36104				
7. PROGRAM PERIOD FROM: 10/01/2019 TO: 09/30/2021		8. BUDGET PERIOD FROM: 10/01/2019 TO: 09/30/2021		
9. AMOUNT OF AWARD \$ 20,000		10. DATE OF AWARD 09/21/2019		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) Authorized under the Prison Rape Elimination Act and the 2019 Consolidated Appropriations Act, the FY19 PREA Program: Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities will assist confinement facilities and the agencies that oversee them in implementing prevention, identification, and response mechanisms that reduce the incidence of sexual abuse in these facilities, and to promote compliance with the PREA standards. Program funds will be used to support efforts of state, local, and tribal jurisdictions to prevent, detect, and respond to sexual abuse in confinement facilities covered by the PREA standards; promote comprehensive implementation of the standards; and enhance community safety by decreasing the likelihood that inmates, residents, and detainees are sexually victimized in confinement facilities prior to release. The recipient will utilize FY19 Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities to support the Montgomery County Sheriff's Office. Funds will be utilized to reduce sexual abuse in the Mac Sim Butler Detention Facility by instilling a zero tolerance for sexual abuse culture				

OJP FORM 4000/2 (REV. 4-88)

through implementing enhanced reporting mechanisms, developing a comprehensive plan to address deficiencies related to preventing, detecting, and responding to prison rape, and promoting integration of the PREA standards. CA/NCF

Administrator Mims presented budget information from the Elections Center and Budget Change Request Number 3. After discussion, the Commission agreed to carry over this item, which was on the agenda and requested that this item be discussed further at the next meeting.

Administrator Mims informed the Commission that he would be attending the Association of County Administrators of Alabama (ACAA) Summer Conference on May 8, 2019 through May 10, 2019.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY

District Attorney Daryl Bailey briefed the Commission regarding the “Forgiveness is a Choice” event, which was being held on the evening of May 6, 2019.

District Attorney Bailey thanked the Commission for funding the I-LEAD Field Trip and distributed thank you notes from the students involved with the event.

District Attorney Bailey discussed proposed changes to the pre-trial diversion program that would allow someone arrested on a minor drug violation to be admitted to a pre-trial drug program within three weeks of the arrest. The program will not be limited to first time offenders. He stated that the entire court process can be avoided if an offender is willing to get help to treat the addiction. District Attorney Bailey stated that 50% of the fees collected from the pre-trial drug program will be used by the District Attorney’s office exclusively for drug education, and the remaining 50% will be paid to the general fund. The Commission agreed. He noted that a Memorandum of Understanding between the District Attorney, Judge Hardwick, Sheriff Cunningham and the Chief of Police has been executed.

District Attorney Bailey briefed the Commission regarding the creation of a cold case unit in the Montgomery County District Attorney’s Office and presented a proposed budget for the unit. He introduced Ms. Furlisia Bell who spoke in favor of the creation of the cold case unit based on her personal experience. The Commission agreed to discuss this proposal further at the next meeting.

PRESENTATION BY GRANT WRITER REGINA WALKER WITH THE SHERIFF’S OFFICE

Grant Writer Regina Walker with the Sheriff’s Office briefed the Commission regarding the Show and Tell Summer Camp and requested \$10,000. After discussion, each Commissioner agreed to add a \$2,000 appropriation to each of their miscellaneous appropriations from their individual designated revenue accounts that was on the agenda.

Ms. Walker requested approval to submit a grant application for the Prison Rape Elimination Grant (PREA), which required no matching funds. The Commission agreed.

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

OCT - 7 2019

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Cooperative Agreement for the State Homeland Security Grant Program

Attached is a letter from Sheriff Cunningham requesting approval of a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 8ATL for the Montgomery County Sheriff's Office (FY2018 - \$50,000).

The Commission has agreed that the Cooperative Agreements for the State Homeland Security Grants can be placed directly on the agenda.

I have placed this item on the agenda for approval.

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman,
Montgomery County Commission

FROM: Regina Walker, Grant Manager,
Montgomery County Sheriff's Office

Subject: U. S. Department of Homeland Security Grant 8 ATL

Date: October 1, 2019

The Montgomery County Sheriff's Office has been awarded grant from the U. S. Department of Homeland Security for Facial Recognition Technology. We are requesting your acceptance of this grant in the amount of \$50,000. I am requesting that this item be placed on the agenda for the October 7th meeting for approval of the County Commission.

Should you have any questions or require additional information, please contact me, at 832-1660 or 313-7216. I thank you for your attention to this matter.

RW/dc

cc: Derrick Cunningham, Sheriff

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

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

WWW.MontgomerySheriff.COM

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2018	4. Amount of: Federal: \$50,000.00 Total: \$50,000.00	5. Effective Dates Begin: 11/1/2019 End: 8/30/2021	6. Award Number: 8ATL Facial Recognition Software

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2018 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations and Guidance:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

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

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

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

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

8. **Bidding Requirements:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. **Personnel and Travel Costs:** The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Funds:** Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. **Recording and Documentation of Receipts and Expenditures:** The Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. **Financial Responsibility:** The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

14. Property Management Requirements:

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

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

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

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

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

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

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

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

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

32. **Exercises:** All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
33. **Overtime and Backfill:** Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. **Organizational Overtime:** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. **Operational Overtime:** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.
34. **Construction and Renovation:** The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding.
35. **Reporting Requirement:** The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

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

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

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

1. LOBBYING

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

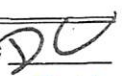
The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE.**

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

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here 

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ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

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

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

1. *Audit Period:	Beginning		Ending		
-------------------	-----------	--	--------	--	--

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

(Date)

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with CFR 200.501.

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

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

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

Form Completed By

Name:

Title:

Signature:

County: Montgomery
Agency: Montgomery County Sheriff's Office
Grant: 8 ATL
Date: August 30, 2019

Signature

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

[illegible]

Original Total	Revised Total
	000,000.00

* Any changes to the budget requires submission of a new budget worksheet outlining the requested changes. The new budget must be attached to Project Revision form. Any changes to the budget and project requires formal approval from ALEA.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

AGENDA

OCT - 7 2019

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office *RW*

Subject: Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program

Date: September 3, 2019

In an effort to expand our Project Lifesaver Program, we are planning to pursue the above mentioned grant opportunity. The grant ceiling is \$150,000 with no required local match.

The reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program supports local jurisdictions' efforts to reduce the number of deaths and injuries of individuals with forms of dementia, such as Alzheimer's Disease, or developmental disabilities, such as autism, who due to their condition wander from safe environments.

If funded, we will expand our locative technologies to track missing individuals, prevent wandering, increase individuals' safety, and facilitate rescues.

RW/dc

cc: Derrick Cunningham, Sheriff

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

WWW.MontgomerySheriff.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

OCT - 7 2019

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office

Subject: State Farm Good Neighbor Citizenship Grant (Safety Grant)

Date: September 12, 2019

We are requesting this item be placed on the October 7, 2019 agenda of the Montgomery County Commission. Through the Good Neighbor Grants, like a good neighbor, State Farm is helping to build safer, stronger and better educated communities across the United States.

We will focus on one area:

- (1) **Home Safety:** Increased collaboration between local law enforcement and community members to proactively address crime prevention.

RW/dc

cc: Derrick Cunningham, Sheriff

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

WWW.MontgoMerySheriff.CoM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

7-1

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



AGENDA

OCT - 7 2019

September 9, 2019

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Income Works Subscription

I am requesting your consideration and approval to renew our subscription to a web based software, Income Works, to be used to assist in valuing income producing commercial properties. There is no increase over last year's contract price of \$49,000 per year and this item is budgeted for 2020.

attachments

CH

Main Office
Downtown (Annex III)
101 S. Lawrence St.
Montgomery, AL 36104

East Office
5340B Atlanta Hwy.
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy.
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S. Perry St.
Montgomery, AL 36104
(334) 832-1303

8-1

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Montgomery County, Alabama, by and through the Montgomery County Commission ("Licensee") hereby agree to amend the IncomeWorks Software License Agreement ("Agreement"), effective October 2016, as follows:

1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
2. This Amendment constitutes renewal of the Agreement for the period of January 1, 2020 to December 31, 2020.
3. Renewal Data Release Year: IncomeWorks 2019, results as-of October 1, 2019.
4. Licensee will pay Assessment Advisors a license fee, for the renewal term set forth above, of Forty-Nine Thousand Dollars [\$49,000] detailed as follows:

Prior Year Base License Fee	\$ 49,000
3% Increase per Agreement	+ 1,470
Courtesy Discount	- 1,470
IncomeWorks 2019 Renewal Fee	\$ 49,000
5. The renewal fee will be invoiced September 4, 2019 along with the emailing of this Amendment. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2019 will ensure release prior to expiration.
6. On the release date for IncomeWorks 2019, Assessment Advisors will email notification to Licensee's Authorized Users.
7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

By: _____

Linda Pedalino, MAI
Co-Founder & President

Date: _____

Licensee

Name of Licensee

Street Address

City, ST, zip

By: _____

Print Name: _____

Title: _____

Date: _____



Assessment Advisors, LLC

736 N. Western Avenue, #393
Lake Forest, IL 60045

toll free phone & fax: 1-888-226-9585
www.IncomeApproach.com

May 23, 2016

Clay Henley, Chief Appraiser
Montgomery County Appraisal Department
131 S. Perry Street
Montgomery, AL 36104

RE: IncomeWorks® Proposal & License for **Montgomery County, AL**

Mr. Henley:

Thanks for your interest in IncomeWorks. Please accept this letter as a formal proposal to provide IncomeWorks to Montgomery County, Alabama as a stand alone program in web based format. Your release will offer six property type categories or modules (Commercial, Industrial, Lodging, Multifamily, Office, and Retail) that will reflect your market. In addition to the standard features of "Property Summary" (view all inputs) and "Save Report" (save, view, print in PDF), the pricing below includes the following options, features, and services:

- ✓ Edit: Basic Information, Rankings, Economic Indicators
 - ✓ Personal Property Allocation *(on multifamily and lodging properties)*
 - ✓ Separate Components
 - ✓ Compare to Cost
 - ✓ Obsolescence Analyzer
 - ✓ Tax Factor *(if you provide us with the average net tax rates for your jurisdiction)*
 - ✓ Expense Breakdown
 - ✓ Discounted Cash Flow *(interview driven and intuitive)*
 - ✓ Export saved reports to text file *(simply contact us via email whenever you need the export)*
 - ✓ Change *(make any modifications to existing reports)*
 - ✓ One Click Update & Mass Update to another year *(requires more than one data year)*
- ✓ IncomeWorks clients also benefit from phone & email technical support, plus MAI consulting at no additional cost during the license term. Consulting consists of review of Appellant evidence and financial statements from income properties, including special purpose and complex properties.

Montgomery County base license fee for one data year:

IncomeWorks 2016 *(results as of October 1, 2016)* = **\$49,000**

For your initial purchase, we are pleased to offer two data years for the price of one:

IncomeWorks 2015 + 2016 *(results as-of October 1, 2015 and October 1, 2016)* = **\$49,000***

*If ordered & paid for now, IncomeWorks 2016 can be released in 50 days (or less) from receipt of \$49,000 payment; a significant savings compared to purchasing two data years separately. Quickly begin modeling with 2015 data. Payment now gives Montgomery County priority status in our schedule, and guarantees release of IncomeWorks 2016 during December 2016. This offer is made in consideration of the date of this proposal and the fact that this is your initial purchase.

IncomeWorks is licensed under an initial one-year term with optional annual renewals priced at 3% over the prior year base fee. Pages 2 and 3 contain the terms for licensing IncomeWorks.

If you have any questions, please do not hesitate to ask.

Respectfully Submitted,
Assessment Advisors, LLC

Timothy VanKirk, MAI, President

page 1 of 4

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INCOMeworks® SOFTWARE LICENSE AGREEMENT

1. **Grant of Non-Exclusive License.** Assessment Advisors, LLC ("Assessment Advisors") agrees to license INCOMeworks ("Software" as defined in Paragraph 2) per the Terms of this Agreement; a non-exclusive, non-transferable license for use of INCOMeworks solely in a manner consistent with the Authorized Application (Paragraph 3). By proceeding via remittance of fees, accepting release of INCOMeworks, accessing INCOMeworks, and using INCOMeworks, Licensee agrees to be bound by the terms of this Agreement.
2. **Software Definition and Description.** "Software" means collectively (i) the most current completed version of the INCOMeworks program, and (ii) Maintenance, where "Maintenance" means a subsequent enhancement of the Software that is generally made available to licensees of the Software at no additional charge (Paragraph 6). Maintenance does not include any additional data year release or future product that Assessment Advisors may license separately from the Software. The Software contains the basic components of an income analysis for certain commercial real estate, and will provide information on the concepts of market value and obsolescence as they pertain to the assessment of commercial real estate, plus descriptions, examples, and automatic calculations of commonly applied rates and ratios.
3. **Authorized Application.** "Authorized Application" means the following scope of activities: a) Mass appraisal of income producing real properties located in the territory where Licensee assesses real estate taxes on income producing real properties, except for properties identified as "Specialty" in the Software, using cost and other in-house analyses and consistent with the Assumptions and Limiting Conditions identified in the Software; b) As reference in tax appeals challenging the real estate tax assessment; and c) Instructional overview of the typical steps involved in an income analysis. The Software is not a replacement for cost-based or other in-house value estimates and is to be used for comparison and supplemental information. Licensee will use the Software only in its normal course of business of assessing real property and not for any other purpose, including without limitation, mass appraisal of properties outside of Licensee's jurisdiction, valuation of any real property, or valuation of improvements to any real property.
4. **Licensee Obligations and Restrictions.** Licensee will not use, or permit others to use, the Software for any purpose or activity other than the Authorized Application.
 - (a) Licensee will use reports generated via the Software only for internal office purposes consistent with the Authorized Application. Licensee may distribute reports as necessary to defend tax appeals.
 - (b) Licensee will train all employees on the Software and use reasonable precautions to monitor each employee's use of the Software to ensure that employees do not violate any of the terms of this Agreement including without limitation, using the Software in any manner that is inconsistent with the Authorized Application.
 - (c) Licensee will not use or allow others to use the Software for the benefit of any third party unrelated to the Authorized Application. Licensee will not provide or allow others to provide reports generated by the software to any third party unrelated to the Authorized Application. Licensee will not provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees and agents per separate Agreement.
 - (d) Licensee will not modify, copy, duplicate, reproduce, license, sub-license, transfer, or convey the Software or any right in the Software to anyone else, nor will Licensee transfer or share usernames and passwords.
 - (e) Licensee will not decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code, application or framework structure, data entries, or underlying ideas or algorithms of the Software.
 - (f) Licensee will not remove, alter or otherwise obscure any proprietary rights notices appearing in the Software.
5. **Term, Payment, Delivery, Renewal.** This Agreement will become effective at acceptance and the initial one year Term will commence on the Software Release Date per proposal (page 1). Licensee will pay Assessment Advisors a license fee for the initial term (page 1) which is non-refundable and due prior to delivery of the Software, which will include INCOMeworks Options, Features, Consulting, and Support per the proposal (page 1). On the Release Date, Assessment Advisors will deliver to Licensee the requested number of usernames and passwords required to access the Software. This Agreement will terminate in one year from Release Date unless Licensee chooses to renew this Agreement, at its option, via payment of a renewal fee per the proposal (page 1). Renewal fees are non-refundable and must be received prior to delivery of the Updated Renewal Release (new Data Year).
6. **Maintenance.** For so long as Licensee has an active license, i.e., a current paid-up subscription for use of the Software: a) Assessment Advisors will provide Licensee with access to any enhanced versions of the Software which may increase the efficiency or ease of use of the Software, and b) Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter. However Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered, (iii) Software use inconsistent with the Authorized Application, (iv) Software used in an operating environment other than that for which it has been designed.
7. **Confidentiality.** The parties each agree that during the term of this Agreement, they may receive information regarding the other party's affairs which the disclosing party considers confidential. Each party receiving such confidential information agrees not to disclose it to any third party except to its own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. This Paragraph is not applicable to any information which: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) is generally known or becomes part of the public domain in the trade through no fault of the receiving party; (c) is independently developed by the receiving party or its agents without any use of the confidential information; or (d) is required to be disclosed by law or regulation or by proper order of a court of competent jurisdiction after adequate notice to the disclosing party to seek a protective order, the imposition of which protective order the receiving party agrees to approve and support. The Software, and the data contained and accessed through the Software, are confidential information under this Paragraph.
8. **Ownership, Protection and Reservation of Rights.** During the Term of this Agreement and thereafter, Assessment Advisors and its licensor at all times retain ownership of the Software and all intellectual property rights pertaining thereto, including without limitation any and all patent, copyright and trademark rights ("Assessment Advisors Property")

page 2 of 4

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and all physical copies of materials related to the Software. Licensee will not do, or permit to be done, any act that would impair the rights of Assessment Advisors in Assessment Advisors Property. Licensee will not attack Assessment Advisors Property or the validity of this Agreement. Licensee will cooperate with Assessment Advisors in protecting Assessment Advisors Property. Licensee will promptly notify Assessment Advisors of all infringements or violations of the rights in Assessment Advisors Property and will cooperate with Assessment Advisors in the prosecution of any legal action for infringement. Except for the rights expressly granted to Licensee in Paragraph 1, Assessment Advisors grants and Licensee receives no other rights or licenses to the Software, derivative works thereof, Assessment Advisors Property, other intellectual property rights pertaining thereto, including without limitation, any rights to use the ideas, source code, methods or processes embodied, or the whole or any part of the data incorporated in the Software.

9. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants that the Software will operate in a manner consistent with that described in Paragraph 2. If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be replacement of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. Any action for breach of this limited warranty must be commenced during Warranty Period. Except as explicitly set forth in this Paragraph, Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose with respect to the Software and services, and with respect to the use of any of the foregoing. Except for breach of Paragraph 7 or Paragraph 8 neither Licensee, Assessment Advisors will be liable for any indirect, incidental, special or consequential damages. In no event will either party's liability for any damages exceed the license fee paid to under this Agreement in the year preceding the claim.
10. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend Assessment Advisors and its licensors, and their respective officers, members, employees, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from Licensee's use of the Software, or Licensee's breach of any terms and conditions of this Agreement, or Licensee's use of the Software inconsistent with the Authorized Application. Assessment Advisors agrees to indemnify, hold harmless and defend Licensee from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from claims that Licensee's use of the Software infringes or violates any copyright or patent. If a final injunction is obtained against Licensee's use of the Software by reason of such infringement, or if in Assessment Advisors' opinion the Software is likely to become the subject of a claim for such infringement, Assessment Advisors shall, at its sole option and expense: (i) procure for Licensee the right to continue using the Software in the manner permitted hereunder; (ii) replace or modify the Software so that it becomes non-infringing, or (iii), if (i) and (ii) are not feasible, terminate this Agreement and refund to Licensee on a pro rata basis any prepaid license fees. The foregoing remedies shall be Licensee's sole and exclusive remedies in the event of a successful claim of infringement. Assessment Advisors shall have no liability to Licensee hereunder if any infringement is based upon Licensee's use of the Software in combination with any software not furnished by Assessment Advisors, if the Software is used in a manner for which it is not designed or permitted, or if the infringement is based upon modifications of the Software by Licensee.
11. **Dispute Resolution.** If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama between the Montgomery County Commission and Assessment Advisors, LLC.
12. **Termination, Survival.** This Agreement is effective until expired or terminated. Either party may terminate this Agreement if the other party breaches a material term and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated. All terms in this Agreement which are intended to survive expiration or termination of this Agreement will survive expiration or termination.
13. **Choice of Law, Invalidity.** This Agreement will be construed and governed by the laws of the State of Illinois applicable to agreements made and to be performed entirely in Illinois, USA. The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable.

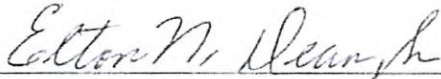
14. **Assignment, Relationship of Parties, Entire Agreement.** Assignment of this Agreement and any included rights by Licensee is strictly prohibited. Assessment Advisors may assign this Agreement without restriction to an assignee who agrees in writing to be bound by the terms. There is no relationship or agency, partnership, joint venture, employment or franchise between Assessment Advisors and Licensee. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, and negotiations, written or oral, relating to the subject matter hereof. This Agreement cannot be modified, amended, changed or extended orally. The headings in this Agreement are for convenience and shall not be used to construe meaning or intent. Any contract, purchase order, or similar document, which may be issued by Licensee in connection with this Agreement does not modify this Agreement.

Accepted and Agreed

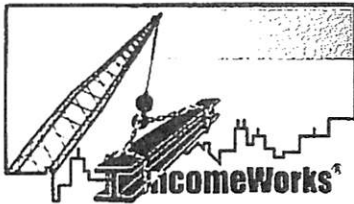
Assessment Advisors, LLC and the County have, through their duly authorized representatives, entered into this Software License Agreement. The parties have read and understood the terms of this Agreement and hereby agree, by their respective signatures, to the terms thereof.

Sign:  Date: 10/24/16

By: Timothy VanKirk
President - Assessment Advisors, LLC

Sign:  Date: 10-17-16

By: Elton N. Dean, Sr.
Chairman - Montgomery County Commission



Assessment Advisors, LLC

toll free phone & fax: 1-888-226-9585

www.IncomeApproach.com

IncomeWorks® SOLE SOURCE / SINGLE SOURCE STATEMENT

JUSTIFICATION FOR PROCUREMENT THAT THIS PACKAGE IS NOT AVAILABLE FROM ANY OTHER PROVIDER

IncomeWorks, developed exclusively for assessment professionals by Assessment Advisors, LLC, is a stand alone program in web based format that can be customized for Montgomery County, Alabama.

IncomeWorks is an innovative product that is protected by U.S. Patent #7,676,428.

The awarding of a U.S. Patent proves that IncomeWorks meets the two rigorous and comprehensive criteria required: 1) it is novel or "different from any device, system, or known method in the relevant technology area" and 2) it is non-obvious to one of ordinary skill in the art.

IncomeWorks is an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multifamily, office, and retail properties. IncomeWorks is a product and a process that collects and analyzes local lease-practices data. An assessor can input readily available information pertaining to a property and IncomeWorks will return an instant, income approach evaluation estimate based on local market data.

Copyright protection has been in place since development and the registration is updated to include enhancements. The name "IncomeWorks" and our crane logo are Registered Trademarks.

Assessment Advisors, LLC is the only provider of IncomeWorks.

Assessment Advisors, LLC (Timothy VanKirk, MAI, President and Linda Pedalino, MAI, Vice President) provide IncomeWorks, which is the only source for a real property market-value economic model that incorporates (1) a complete market survey of existing and proposed stock of commercial and industrial real property within jurisdictional boundaries, and (2) a complete calibration of those surveyed lease practices for the existing properties by type and sub-type, size, specific location, quality, functionality, and market appeal. The results of these exhaustive surveys automatically fuel the model to generate market-based assessments with minimal user inputs.

All other income systems provide only a template requiring Assessors to survey and then manually input all components of basic lease practices. IncomeWorks provides the local lease practices, professionally surveyed and calibrated to the specific jurisdiction real property stock, and pre-loaded into the models. IncomeWorks clients also receive consulting services from Assessment Advisors, LLC.



G. THOMAS SURTEES
Commissioner

State of Alabama Department of Revenue

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

CYNTHIA UNDERWOOD
Assistant Commissioner
LEWIS A. EASTERLY
Secretary

November 17, 2005

MEMORANDUM

To: County Tax Assessors
County Revenue Commissioners
County Administrators

From: Bill Bass, Director
Property Tax Division

Subject: Contracts and Purchases Exempt from State Bid Law

There appears to be some confusion throughout the state as to what types of contracts and purchases may be exempt from the State Bid Law. The Department of Revenue has previously established the position that aerial photography, GIS/Mapping software, and conversion services are exempt from the State Bid Law. This position is based on the following established criteria:

Section 41-16-51(3) Code of Alabama 1975 exempts the following ... "Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part" ... The Department of Revenue's position is the converting of paper maps to a digital format and the acquisition of photography according to the specifications and requirements of ADOR has always been considered a personal service. The companies and individuals that provide these services must possess a high degree of professional skill.

Section 41-16-51(8) Code of Alabama 1975 exempts the following ... "Purchases of manuscripts, books, maps, pamphlets, or periodicals" ... Obviously photography and GIS/Mapping systems are maps that are in a digital format rather than paper or mylar. As stated earlier the conversion of paper or mylar maps to a digital format fits the definition of the "purchase of maps" and aerial photography procurement is exempt from the competitive bid law because it becomes an integral part of the preparation, production and making of maps.

Section 41-16-51(11) Code of Alabama 1975 exempts the following ... "Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software" ... GIS/Mapping software is custom software that cannot be purchased "Off the Shelf" as you would Microsoft Office Suite, Lotus 123, Word Perfect or any number of software packages that one would normally find in a commercial outlet such as Office Depot, Circuit City, or Best Buy. GIS or

Mapping software is specifically written to meet certain specifications such as those contained in the Alabama Department of Revenue Mapping Standards and Specifications. The GIS or Mapping software must be customized to produce the maps the ADOR requires.

For several years the Department of Revenue and The Examiners of Public Accounts have agreed that the purchase of Photography and Geographic Information Systems (GIS) also referred to as mapping systems is exempt from the competitive bid law under one or more of the above referenced code sections.

The Department of Revenue after consulting with the Examiners of Public Accounts and with their approval reaffirms our position that the purchase of aerial photography and the planimetric detail, conversion of mylar maps to a digital format, and the purchase of GIS/Mapping software is not a bid item and can be treated as a professional services contract or the purchase of custom software. If a county chooses to bid for these services they certainly may but are not required to bid. The purchase of computer hardware in excess of \$7,500 remains subject to the State Bid Law.

If you have any questions concerning this matter, please feel free to contact this office at 333-242-1525.

PC: Mike Scorggins, Examiners of Public Accounts
Linda Barrontine, Examiners of Public Accounts

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



AGENDA

OCT - 7 2019

September 9, 2019

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Capture iPad Edition for BPP

I respectfully request your consideration and approval for the purchase of the Capture iPad Business Personal Property Software for the Appraisal Department. This software will allow our appraisers to function in a mobile environment, allowing them instant access to real time data while they are in the field. This will allow them to check values and make updates to property record cards and commit the value changes on site. The following is a full functionality list of Capture iPad Edition:

- Ability to download personal property account for field audits
- Ability to create a new account in the field
- Ability to take pictures in the field and associate with accounts
- Ability to create PP neighborhoods (on the server)
- Ability to manage workload and workflows for PP (on the server)
- Ability to add unlimited notes in the field
- Ability to close flags while in the field
- Ability to synch up to Capture server
- Ability to view maps in the field
- Ability to work without internet connection

The cost of the software is \$175,000, the implementation fee is \$25,000 and the yearly maintenance is \$40,000.

CH

Main Office
Downtown (Annex III)
101 S. Lawrence St.
Montgomery, AL 36104

East Office
5340B Atlanta Hwy.
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy.
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S. Perry St.
Montgomery, AL 36104
(334) 832-1303

**MONTGOMERY COUNTY COMMISSION
101 South Lawrence Street
Montgomery, AL 36104**

“Capture PP Mobile”

CONTRACTUAL AGREEMENT

With

**E-RING, INC.
3015 Windward Plaza
Suite 575
Alpharetta, GA 30005**

**MONTGOMERY COUNTY PROPERTY TAX ADMINISTRATION SYSTEM SOFTWARE
PROFESSIONAL SERVICES AGREEMENT – SOFTWARE CONSULTATION AND CUSTOMIZATION**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by E-RING.COM, INC. (d/b/a E-Ring, Inc.), an Alabama corporation ("E-Ring"), and MONTGOMERY COUNTY COMMISSION, ALABAMA. Under the provisions of this Agreement, E-Ring shall devote such requisite equipment and personnel resources as are necessary to establish the Capture CAMA Edition Software system for the Montgomery County Revenue Commissioner's office. E-Ring shall make an earnest effort to complete the tasks listed below in the "Scope of Work" in a timely and efficient manner. The attached Software License Agreement and the Confidentiality and Cooperative Agreement inure to this agreement.

E-Ring and Montgomery County Commission intend that this Professional Service Agreement specifies the terms and conditions upon which E-Ring will provide professional consultation and customization of software to meet Montgomery County Revenue Commissioner's unique workflow and organizational environment. The Montgomery County Revenue Commissioner shall appoint a "project manager" as the primary point of contact until implementation is complete. Montgomery County Revenue Commissioner's project manager shall make an earnest effort to insure cooperation and availability of Montgomery County personnel and resources for all project installation and implementation related activities. The projected contract period is October 1, 2019 through December 1, 2019.

1. **SCOPE OF WORK.** The general scope of work and deliverables includes the following:

1.1 **Licensing and implementation of Capture PP Mobile Edition (See Exhibit A for details)**

2. **PAYMENT TERMS.** The firm fixed price for the Work described above is Two Hundred Thousand Dollars (\$200,000 – \$175K License Fee and \$25K implementation fees) excluding any sales, use, value added or similar taxes. E-Ring shall prepare and submit invoices for payment based on the schedule of deliverables as mutually agreed upon. E-Ring further agrees that this cost may be satisfied over a period of three fiscal years upon mutual agreement of E-Ring, Inc, and the Montgomery County Revenue Commissioner.

3. **IMPLEMENTATION COMPLETE DATE.** Implementation is considered to be complete when the Montgomery County Revenue Commissioner and E-Ring have mutually reviewed the system and determined that the software is in compliance with the agreed upon scope of work. The inspection of the completed scope of work will be documented and signed upon concurrence of the Parties. The signature date of said documentation determines the date due for payment of any "Implementation Complete" line item in the schedule of deliverables to be agreed upon by the parties.

4. **PROPRIETARY RIGHTS.** Ownership of all work product resulting from the performance by E-Ring of the work specified herein, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

5. **AGREEMENT AND APPROVAL**

This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alabama. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. This Agreement is the complete and exclusive agreement between the parties regarding the installation and implementation of the Capture CAMA Edition Software system in the Montgomery County Revenue Commissioner's office, and replaces any prior oral or written communications between the parties regarding these professional services.

This Agreement may be signed in multiple copies, each of which shall constitute the same instrument.

Agreed and Approved:

**MONTGOMERY COUNTY
COMMISSION**

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

E-RING, INC.

CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is entered into by **E-RING.COM, INC.** (d/b/a E-Ring, Inc.), an Alabama corporation ("E-Ring"), and **MONTGOMERY COUNTY COMMISSION, ALABAMA**, an Alabama corporation ("Licensee").

E-Ring and Licensee agree as follows:

SECTION 1 LICENSE OF SOFTWARE

1.1. Grant of License. E-Ring grants to Licensee, and Licensee accepts from E-Ring, subject to the terms and conditions of this Agreement, a worldwide, nonexclusive, nontransferable, perpetual (except as may be terminated in accordance with Section 8) license to use the object code version of the Software and Documentation solely:

- (a) during the term of this Agreement;
- (b) on the Designated Operating System(s);
- (c) at the Site(s) of the Business Unit(s);
- (d) for use on the maximum number of servers and by the maximum number of users specified on Exhibit A; and
- (e) for Licensee's own internal business purposes relating to Licensee's business operations, and not for processing the data of any third party (whether on an outsourcing, service bureau, or other basis) (except in connection with the performance of Licensee's regular business, and not as a business itself), redistribution, remarketing or any other use.

1.2. Ownership of Software and Documentation. Except as otherwise expressly set forth in this Agreement, E-Ring retains all right, title and interest in and to the Software and Documentation in all forms and all copies and modifications of the Software and Documentation, including all worldwide rights to patents, copyrights, trademarks and trade secrets in or relating to the Software or Documentation. Licensee is not acquiring any right, title or interest of any nature whatsoever in any Software or Documentation except the license to use the Software and Documentation granted under Section 1.1.

1.3. Term. Licensee's license to use the Software and Documentation will be effective until terminated in accordance with this Agreement.

1.4. Restrictions on Use. Licensee's use of the Software and Documentation is subject to the following restrictions:

- (a) Licensee will not use the Software or Documentation, or authorize or permit any other Person (and/or a designated agent of the Montgomery County Commission or of the Alabama Department of Revenue) to use the Software or Documentation, for any purpose other than those expressly authorized under Section 1.1. The sole exception to this restriction is for "Public Access" software on-line application or on computers designated and security restricted for use by public taxpayers.
- (b) Licensee will not sublicense, transfer or otherwise assign its rights in the Software or Documentation to any third party nor allow any third party to access or use the Software or Documentation, except as expressly provided in this Section 1.4.

(c) Licensee will not translate, reverse engineer, de-compile or disassemble the Software to develop any other computer program or for any other reason.

(d) Licensee will not copy or duplicate by any means the Software, Documentation or any item included therein, without the prior written consent of E-Ring, except to the extent reasonably necessary to maintain backup or historical Documentation or to test, implement or use the Software. Licensee will cause all proprietary, confidential and copyright notices, markings or legends which appear on any item included in the Software and Documentation to be placed upon each such copy or duplication. The original and any copies of the Software will at all times remain the sole property of E-Ring.

(e) Licensee will maintain records identifying the location and identity of the Designated Operating System(s), or any replacement system, and any copies of the Software (including any backup or archival copy), which records will be subject to inspection by E-Ring during regular business hours upon reasonable advance notice.

(f) Licensee may not modify the Software, whether through the services of its own employees or of independent contractors (other than E-Ring), without the prior consent of E-Ring.

(g) In no event will Licensee export any Software or Documentation or use any Software or Documentation outside the United States without the prior written consent of E-Ring, which will not be unreasonably withheld, provided Licensee has provided evidence of its compliance with this Section 1.4(g). Licensee agrees to comply with all export laws, restrictions, national security controls and regulations of the United States or other applicable foreign agency or authority, at Licensee's sole expense, and not to export or re-export, or allow the export or re-export, of the Software or any Confidential Information or any copy or direct product thereof in violation of any such restrictions, laws or regulations, or in violation of the embargo provisions of the U.S. Export Administration Regulations (or any successor regulations or supplement), except in compliance with, and with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

(h) Licensee will not allow any Person who is not an employee and/or a designated agent of the Montgomery County Commission or of the Alabama Department of Revenue to access or use the Software or Documentation for any purpose without the prior written consent of E-Ring. Licensee's customers who use public access terminals in any of the Revenue Commissioner's offices are allowed access to the software.

1.5. Licensee Responsibility. Licensee is solely responsible for:

(a) Obtaining any software or products required for use of the Software, including a SQL server, any operating system software, database software, or third-party applications software.

(b) Taking reasonable backup precautions. E-Ring will not be responsible for loss of data or documentation, whether or not attributable to the Software.

1.6. Proprietary Legends. Licensee will retain all legends relating to copyright, trademarks, patents or confidentiality on the Software and Documentation, and Licensee, and any copies of the Software and Documentation made under this Agreement. Licensee will reproduce such notices on any permitted copies of the Software and the Documentation or any portion of the Software or Documentation.

SECTION 2 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

2.1. E-Ring will provide Maintenance and Support Services to Licensee in accordance with Exhibit A hereto, subject to the terms and conditions specified in Part B of Exhibit A.

SECTION 3 LIMITED WARRANTIES AND REMEDIES

3.1. Limited Warranties. E-Ring warrants for the period that Licensee maintains a valid contract for maintenance of the Software, and provided Licensee is not in material breach of any of Licensee's obligations under this Agreement, that the Software, as delivered under this Agreement, will conform in all material respects to the Documentation for the current version of the Software, provided that (1) all software which is not Software, all firmware and all hardware products are operating in accordance with their respective specifications, and (2) Licensee is using the Software on the Designated Operating System(s) in a proper manner and in compliance with all operating instructions included in the Documentation.

3.2. Limited Warranties Not Applicable. Licensee will not have any rights with respect to warranties specified in this Section 3, and the warranties will be deemed not to apply to Licensee, to the extent that the failure of the Software to conform to the Documentation was caused by or results from any act or cause beyond the reasonable control of E-Ring.

3.3. Disclaimer of Additional Warranties. The warranties specified in section 3.1 are exclusive and in lieu of all other warranties. E-Ring expressly disclaims all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Licensee assumes all risks associated with operating the software (except as specifically provided in section 5 with respect to infringement of third party rights), and E-Ring does not warrant that the software will be error free or will meet licensee's specific needs.

3.4. Exclusive Remedies. If any of the warranties specified in Section 3.1 are breached, then the following terms will apply:

(a) Licensee will promptly notify E-Ring of the breach and any associated details reasonably requested by E-Ring in its attempt to remedy the problem. Licensee will cooperate with E-Ring in re-creating the conditions that existed at the time the Software failed, if reasonably requested by E-Ring.

(b) E-Ring will diligently and in good faith attempt to correct the reported defect by repairing or modifying the Software within a commercially reasonable period of time.

(c) If any defective portion of the Software causes the entire Software to fail in its essential purpose, and if E-Ring determines that E-Ring is unable to cure that defect by repairing or modifying the Software as provided in Section 3.4(b), then Licensee may elect to terminate its right to use the Software and Documentation and return all Software and Documentation to E-Ring and receive a full refund of the fees actually paid by Licensee as its sole and exclusive remedy.

(d) The foregoing remedies are exclusive and will be licensee's sole remedies with respect to any claim arising out of or relating to any breach of warranty or other failure of the software to operate as intended, whether based in contract, breach of warranty, tort or otherwise. E-Ring will not be liable to licensee for damages of any nature whatsoever, except to the extent of the refunds specified in this section 3.4.

SECTION 4 LIMITATION OF LIABILITY

4.1. In no event will E-Ring or licensee be liable to the other party or any other person for any indirect, incidental, special, punitive or consequential damages, including loss of profits, revenue, data, or use, incurred by either party(s) or any other person, whether in an action in contract, breach of warranty or tort, even if the other party(s) or any other person has been advised of the possibility of such damages. In no event will either party's liability for direct damages to the other party or any other person ever exceed all amounts paid by licensee under this agreement, regardless of the form of action, whether in

contract, negligence, tort or otherwise, except with respect to E-Ring's obligations under Section 5 to indemnify any other third party's infringement claims.

SECTION 5 INDEMNIFICATION

5.1. Indemnification by E-Ring. E-Ring will indemnify, defend and hold Licensee harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) arising out of any third-party claim that the Software infringes any copyright or United States patent right of any other party. E-Ring's obligation to indemnify Licensee under this Section 5 does not extend to any third-party software other than is part of the Software. E-Ring's obligation to indemnify Licensee is contingent upon Licensee promptly notifying E-Ring of any such claim, granting E-Ring the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with E-Ring in the defense of the claim (at the expense of E-Ring). E-Ring will have no obligation to Licensee under this Section 5 to the extent that the alleged infringement or violation is based upon (a) Licensee's use of the Software other than as set forth in this Agreement and in the Documentation; or (b) any modification to or alteration of the Software performed by anyone other than E-Ring; or (c) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee. At E-Ring's option, E-Ring may satisfy its entire obligation under this Section 5 by either: (x) modifying or replacing the Software so that it performs comparable functions without infringement; (y) obtaining a royalty-free license for Licensee to use the infringing Software; or (z) refunding to Licensee an amount equal to the fees paid with respect to the infringing Software, less the portion of the fees attributable to the period over which Licensee actually used the Software; provided that in any case E-Ring shall be liable for damages payable to a third-party as a result of its claim.

5.2. Indemnification by Licensee. Licensee will indemnify, defend and hold E-Ring harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) from any and all third party claims arising out of or relating to: (a) any products or services provided by Licensee through its use of the Software; (b) any use of the Software by Licensee, its employees or agents beyond the rights expressly granted to Licensee under this Agreement; (c) any modification to or alteration of the Software performed by anyone other than E-Ring; (d) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee (e) any other resources or items provided to E-Ring by Licensee or Licensee's agents; and (f) any statements, claims, representations, or warranties made by Licensee, its agents, and employees, relating to any deliverables or products of E-Ring, other than as authorized by E-Ring in writing or made in E-Ring's own writings. Licensee's obligation to indemnify E-Ring is contingent upon E-Ring promptly notifying Licensee of any such claim, granting Licensee the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with Licensee in the defense of the claim (at the expense of Licensee).

5.3. Defense of Indemnified Claims. Each Party will have the sole right to defend or settle any claim indemnified by it under this Section 5. The indemnified Party will have right to participate with the indemnifying Party in the defense or appeal of any such claim or judgment, at the indemnified Party's option and at the indemnified Party's own expense (such expense not being indemnified by the indemnifying Party), but the indemnifying Party will have sole control and authority with respect to any such defense, compromise, settlement, appeal or similar action. Notwithstanding the foregoing, the indemnifying Party may not enter into any settlement that involves any agreement by the indemnified Party to do anything other than to cease to use the infringing materials or that involves any admission of guilt by the indemnified Party without the indemnified Party's consent.

5.4. This Section 5 states E-Ring's entire obligation to licensee regarding any infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right of any other person.

SECTION 6 CONFIDENTIALITY

6.1. Limitations on Disclosure and Use of Confidential Information. Each recipient of Confidential Information (the "Recipient") agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other Party (the "Disclosing Party"), without the Disclosing Party's prior written consent. In addition, each Recipient agrees that it will not:

(a) use the Disclosing Party's Confidential Information for any purpose beyond the scope of this Agreement;

(b) copy any part of the Confidential Information or disclose any part of the Confidential Information to any Person other than Recipient's employees who need the information to perform their duties;

(c) authorize or permit any such employee to use or disclose any part of the Confidential Information in violation of this Agreement;

(d) reverse engineer, de-compile or disassemble any of the Confidential Information nor use any of the Confidential Information for the purpose of reverse engineering, de-compiling or disassembling; or

(e) produce any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information nor cause or assist any other Person in doing so.

6.2. Exclusions. The Recipient's obligations under this Agreement will not apply to any portion of the Confidential Information that:

(a) at the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement;

(b) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions; or

(c) Recipient subsequently acquires by lawful means from a third party who is under no obligation of confidentiality or non-use owed to Disclosing Party.

(d) Recipient subsequently develops without any use of or reference to the Confidential Information.

6.3. Disclosure Pursuant to Legal Process. If Recipient is legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding or to any governmental agency, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed. Recipient will cooperate fully with Disclosing Party in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information. Recipient will disclose only that portion of the Confidential Information that is legally required to be disclosed.

6.4. Enforcement. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Recipient breach its obligations under this Section 6 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 6 by obtaining appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under this Agreement will be construed to be a waiver of that right nor of the right to assert a claim with respect to any future breach of this Agreement.

6.5. Return of Confidential Information. Upon request by the Disclosing Party, the Recipient will return any portion of the Confidential Information that Recipient no longer has the right to use, including all copies of that Confidential Information, and all abstracts, summaries or documents produced using that Confidential Information, or, if so directed by the Disclosing Party in writing, the Recipient will destroy all copies of that Confidential Information (including abstracts, summaries or documents produced using that Confidential Information) and will certify to the Disclosing Party in writing that all copies, abstracts, summaries and documents have been destroyed.

6.6. Source Code. If Licensee is authorized by E-Ring to obtain a copy of the Source Code, such Source Code will be included in the definition of Software set forth in Section 10 of this Agreement and will be subject to all provisions and limitations of this Agreement.

SECTION 7 DISPUTE RESOLUTION

7.1. Remedy. 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 E-Ring, Inc.

SECTION 8 BREACH; TERMINATION

8.1. Termination of License. Licensee's license to use the Software and Documentation will be effective until terminated in accordance with the express provisions of this Section 8.

8.2. Termination by Licensee or E-Ring. Licensee may terminate the license for convenience at any time after the implementation is complete in accordance with Section 3 of the Montgomery County Property Tax Administration System Software Professional Services Agreement - Software Consultation And Customization, executed by E-Ring and Licensee as of even date herewith, provided that Licensee must provide written notice thereof to E-Ring not less than thirty (30) days prior to the effective date of such termination. Either Party (the "Non-Breaching Party") may terminate the license upon written notice to the other Party (the "Breaching Party") should the Breaching Party breach in any material respect any term of this Agreement and fail to cure that breach within thirty (30) days after receipt of written notice of the breach from the Non-Breaching Party, except with respect to payment obligations for which such cure period shall be limited to ten (10) days. Notwithstanding the foregoing or Section 7, E-Ring may pursue immediately its right to terminate the license if Licensee materially violates E-Ring's proprietary rights in the Software.

8.3. Effect of Termination. Upon termination, Licensee will discontinue the use of and will return to E-Ring all copies of the Software and related Documentation and will destroy, and document in writing such destruction of, any embodiments of these materials stored in or on a reusable electronic or similar medium, including memory, disk packs, tapes, and other peripheral devices. Termination will not relieve Licensee from its obligation to pay any and all fees that are owed by Licensee under this Agreement.

8.4. Survival. The provisions of this Agreement that by their terms are meant to survive termination or expiration of this Agreement, including without limitation Sections 1.2, 1.4, 4.1, 5, 6, 7, 8, 9 and 10 of this Agreement; Section 3 of Part A of Exhibit A; and Sections 7 through 10 of Part B of Exhibit A, will survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement.

SECTION 9 MISCELLANEOUS PROVISIONS

9.1. Governing Law. This Agreement is governed by the laws of the State of Alabama, without reference to Alabama's choice of law provisions. Each Party hereby consents to the jurisdiction of any federal or state court within the State of Alabama.

9.2. Notices. All notices, communications and deliveries under this Agreement must be made in writing signed by the Party making the same, must specify the Section under this Agreement pursuant to which it is given or being made (if applicable), and will be given or made to the respective representatives specified in the Notices paragraph on Exhibit A.

9.3. Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

9.4. No Assignment. Licensee may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of E-Ring, in E-Ring's sole discretion, except as specifically provided in Section 1.4(b).

9.5. Force Majeure. Neither Party will be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

9.6. Effect of This Agreement. This Agreement constitutes the complete understanding between the Parties with respect to the terms and conditions set forth in this Agreement and supersedes all previous written or oral agreements and representations. The terms and conditions of this Agreement will control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment or other written form. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties.

9.7. Compliance with Laws. Each Party will comply with all federal, state and local laws, statutes, rules and regulations applicable to the performance of their rights and obligations under this Agreement.

9.8. Relationship of the Parties. For all purposes, E-Ring and Licensee will be deemed to be independent contractors and nothing contained herein will be deemed to constitute a joint venture, partnership, employer-employee relationship or other agency relationship. No Party is, nor will either Party hold itself out to be, vested with any power or right to contractually bind or act on behalf of the other Party.

9.9. Non-solicitation of Employees. During the term of this Agreement and for a period of one (1) year thereafter, neither Party will solicit the employment of any employee of the other Party involved in the performance of this Agreement or the delivery of services without the express written consent of such other Party; provided that neither Party shall be prohibited hereby from hiring any person who is an employee of the other Party who responds to general "help wanted" advertisements published in newspapers or other broadly circulated media.

9.10. Publicity. Neither Party shall make any public announcements or issue any press releases regarding the terms of this Agreement or using the name of the other Party without the prior written consent of the other Party, which will not be unreasonably withheld. The Parties may issue a joint press release within a reasonable period of time after the Effective Date, to be mutually agreed upon by the Parties.

9.11. Interpretation of Agreement. The following rules of interpretation must be applied in interpreting this Agreement: (1) the section and subsection headings used in this Agreement are for

reference and convenience only, and will not enter into the interpretation of this Agreement, (2) all references to Sections and Exhibits are to Sections in this Agreement and Exhibits to this Agreement, as the case may be, (3) the provisions of the Exhibits are incorporated in this Agreement, and (4) as used in this Agreement, the term "including" will always be deemed to mean "including without limitation".

SECTION 10 DEFINITIONS

10.1. "Confidential Information" means all business or technical information of the disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process. This Agreement, the Software (in both source code and object code versions) and Documentation constitute Confidential Information.

10.2. "Business Unit(s)" means Licensee, its subsidiaries, divisions or other units of business operation, as designated on Exhibit A.

10.3. "Designated Operating System(s)" means the computer operating system and database software, if applicable, designated on Exhibit A, or any operating system to which an exchange is allowed under Part B of Exhibit A, if applicable.

10.4. "Documentation" means all operator and user manuals, education materials, guides, listings, specifications and other materials, including on-line information and materials, relating to the use of the Software delivered to Licensee as described in Exhibit A.

10.5. "Effective Date" means the date on which this Agreement have been executed by both E-Ring and Licensee, as indicated on the signature page to this Agreement.

10.6. "Maintenance and Support Services" means the software maintenance and support services furnished by E-Ring with respect to the Software, as contemplated under Section 2.

10.7. "Maintenance Fees" means the fees payable by Licensee for Maintenance and Support Services, as specified in Exhibit A.

10.8. "Party" means E-Ring or Licensee, individually, and "Parties" means E-Ring and Licensee, collectively.

10.9. "Person" means any individual, corporation, limited liability company, partnership, trust or other legal entity.

10.10. "Site(s)" means the physical location(s) of the Business Units. A Site may contain more than one business operation (plant and warehouse). All Sites must be a part of the Business Unit's operations.

10.11. "Software" means the computer programs and data in machine-readable form specifically listed as Software on Exhibit A, together with any error corrections, updates, modifications or enhancements thereto furnished by E-Ring in connection with the Maintenance and Support Services or otherwise.

10.12. "Source Code" means the human readable form of the Software, including written comments and programmer documentation, flow charts, logic diagrams, pseudo code, notations or other supporting writings, regardless of the media on which it is stored, and intended for translation into an executable or intermediate form, or is intended for direct execution through interpretation.

Exhibit A
CAPTURE ONLINE MODULES SOFTWARE LICENSE AGREEMENT
MAINTENANCE AND SUPPORT SERVICES AGREEMENT

PART A THE SOFTWARE

1. IDENTIFICATION OF SOFTWARE

The **Software** consists of the following:

Capture PP Mobile

With the following functionality:

- Ability to download personal property account for field audits
- Ability to create a new account in the field
- Ability to take pictures in the field and associate with accounts
- Ability to create PP neighborhoods (on the server)
- Ability to manage work load and workflows for PP (on the server)
- Ability to add unlimited notes in the field
- Ability to close flags while in the field
- Ability to synch up to Capture server
- Ability to view maps in the field
- Ability to work without internet connection

2. BUSINESS UNIT(S)

The authorized Business Unit is **Montgomery County Revenue Commissioner, Montgomery County, Alabama** hereinafter referred to as "Licensee".

3. AUTHORIZED NUMBER OF SERVERS AND USERS; MAINTENANCE FEES

Maximum Number of Servers

The Software may be installed on one production server and one test server owned or operated by or on behalf of the authorized Business Unit, except that Licensee may copy the Software as necessary solely for disaster recovery testing and back-up purposes in accordance with Section 1.4 of the Software License Agreement

Maintenance and Support

The amount of the Maintenance Fee shall be \$40,000 per year. The first Maintenance Fee payment will be due on Jan 1, 2020.

Professional Services

Professional services associated with the installation, implementation, customization or modifications of any kind related to the software are not included in the maintenance fee.

4. DESIGNATED OPERATING SYSTEM(S)

IPAD:	Apple IPAD with 64 GB memory

The operating platform configuration used in connection with the Software may affect its ability to perform as designed. E-Ring strongly recommends that Licensee submit in advance Licensee's proposed changes to operating platform configuration for E-Ring's review and approval.

5. MAINTENANCE TERM AND FEES

Maintenance Term:

The Maintenance Term will commence upon the date specified in Section 3 of Part A of this Exhibit A and will end one year thereafter. The Maintenance Term will continue to be subject to annual extension as provided in Section 3 of Part B of this Exhibit A.

Software Maintenance Fee:

The Maintenance Fee for the Software for the first two Maintenance Terms is set forth in Section 3 of Part A of this Exhibit A. Beyond this period E-Ring reserves the right to increase (not to exceed 5% per year) the annual Maintenance Fees payable for any subsequent renewal Maintenance Term by giving Licensee prior written notice of the price increase at least sixty (60) days prior to the beginning of the renewal Maintenance Term.

6. PAYMENT OF MAINTENANCE FEES

Maintenance Fees are due and payable in advance on an annual basis, with the first payment due and payable as described in Section 3 of this Exhibit A. Any fees or expenses relating to Maintenance Services, but not included in the Maintenance Fees, as described in Part B of this Software Maintenance and Support Services Agreement, will be due and payable when and as the services are rendered or expenses incurred, as invoiced by E-Ring. E-Ring reserves the right to require prepayment or advance deposit of such fees and expenses.

PART B TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SERVICES

1. **Scope of Maintenance and Support Services.** E-Ring will furnish Maintenance and Support Services (the "Maintenance and Support Services") during the Maintenance Term as follows:

1.1. **Error Correction-Software.** E-Ring will keep the Software performing in conformity with the Documentation in all material respects and will correct verifiable and reproducible Errors related to the Software when reported to E-Ring in accordance with the Technical Support Procedures. An Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

1.2. **Incidence-Based Support.** E-Ring will maintain a telephone hot-line and electronic support Monday through Friday from 8:00 A.M. to 5:00 P.M. Central Standard Time to receive inquiries from designated representatives of Licensee ("Designated Representatives") regarding use and operation of the Software for the Support Fees set forth on Part A of Exhibit A of the License Agreement.

1.3. **New Releases.** E-Ring may, from time to time, issue new Releases of the Software, containing Error Corrections and/or Enhancements to Licensees who generally have maintenance and support agreements in effect. E-Ring will provide Licensee with one (1) copy of each new Release of the Software for each copy of the Software under maintenance, without additional charge. E-Ring will provide reasonable telephone assistance to help Licensee install and operate each new Release of the Software. Because Releases of the Software are cumulative, a Release of the Software may be useful only if Licensee has obtained and installed all prior applicable Releases of the Software.

1.4. **Staff.** E-Ring will maintain a trained staff of individuals with appropriate training and experience capable of rendering the Maintenance and Support Services in a professional, timely, competent and businesslike manner.

1.5. **Compatibility Modifications.** E-Ring will provide to Licensee modifications to the Software necessary to maintain the Software current with updates and releases of Designated Operating System software and related utility software with which the Software is licensed to operate.

1.6. **Support for Current Releases.** E-Ring will provide Maintenance and Support Services only for the current Release of the Software being licensed by E-Ring (the "Current Release") and the Release of the Software (excluding releases which are only Error Corrections to the Software) immediately preceding the Current Release.

1.7. **Minimal Interruptions.** E-Ring will perform the Maintenance and Support Services in a manner that minimizes interruptions in the availability or functioning of the Software.

2. **Excluded Services.** The Maintenance and Support Services do not include the following:

2.1. **New Modules.** E-Ring may, from time to time, offer New Modules to its Licensees, for an additional charge.

2.2. **Additional Custom Enhancements.** If Licensee requests additional custom Enhancements to the Software or other additional services pertaining to the Software (such as report-formatting assistance), such services, if provided, would be provided for an additional fee and would be subject to the terms and conditions specified in Section 13 below (Other Professional Services).

2.3. **Back-Level Support.** If Licensee chooses not to install any Release of the Software, E-Ring will, at Licensee's request, use its commercially reasonable efforts to maintain versions of the Software prior to the Current Release (and the Release of the Software immediately preceding the Current Release), subject to an additional charge, and subject to availability of E-Ring technical support staff.

3. **Term.** The initial maintenance term for the Software (the "Maintenance Term") is specified in Part A Section 5 of this Agreement. The Maintenance Term will automatically renew after the initial term for subsequent terms of one (1) year each, unless and until either Party gives the other Party at least thirty (30) days' written notice of termination prior to the end of the then-current term.

4. **Cooperation of Licensee.** Licensee agrees to notify E-Ring promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by E-Ring, to submit to E-Ring (to the extent reasonably available) a listing of output and any other data that E-Ring may reasonably require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

5. **Exceptions.** The following matters are not covered by or included in the Maintenance and Support Services:

5.1 Any problem resulting from the misuse, improper use, unauthorized alteration, or damage of the Software;

5.2 Any problem caused by modifications in any version of the Software not made or authorized by E-Ring;

5.3 Any problem resulting from programming other than the Software;

5.4 Any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination has not been approved by E-Ring; or

5.5 Errors in any version of the Software other than the Current Release or the Release of the Software immediately preceding the Current Release, provided that E-Ring will continue to support superseded Releases of the Software for a reasonable period of time, not to exceed ninety (90) days, sufficient for Licensee to implement the newest Release of the Software. Licensee will be responsible for and will pay E-Ring's normal charges and expenses as set forth herein for time or other resources provided by E-Ring to diagnose or attempt to correct any problem described in this Section 5. In addition, Licensee is responsible for procuring, installing, and maintaining all equipment, networks, telephone lines, communications interfaces, and other hardware necessary to operate the Software. E-Ring will not be responsible for delays caused by events or circumstances beyond its reasonable control.

6. **Maintenance Fees and Expenses.** The Maintenance Fees are specified in Part B of Exhibit A to this Agreement. Maintenance Fees do not include travel and living expenses or fees and expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware, third-party software licenses, third-party software maintenance and support fees or operating system upgrades.

7. **Use and Restrictions.** Error Corrections, Enhancements, or Releases (or any other programming provided by E-Ring, regardless of its form or purpose) will be considered Software for purposes of Section 1 of the Agreement and will be subject to the rights and restrictions specified in Section 1 of the Agreement. E-Ring will have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining to those works), subject only to the license expressly granted to Licensee in Section 1 of the Agreement. Unless otherwise agreed, Licensee is entitled to make and use only the number of copies of such works as Licensee is authorized to use of the Software to which they relate, and Licensee agrees to return or destroy, as requested by E-Ring, superseded copies when replaced by such works.

8. **Limited Warranty.** E-Ring represents and warrants that all services to be performed by E-Ring as contemplated under Exhibit A of the License Agreement, including Maintenance and Support Services and additional services described in Section 2 of Part B of Exhibit A, will be performed in a competent and workmanlike manner by individuals of appropriate training and experience. The warranty specified in the preceding sentence is exclusive and in lieu of all other warranties. Except as expressly set forth in this section 8, E-Ring specifically disclaims any other warranty, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.

9. **Default.** If E-Ring breaches its obligation to perform the Maintenance and Support Services in accordance with the warranty set forth in Section 8 of Part B of Exhibit A of the License Agreement, and E-Ring fails to cure the breach within thirty (30) days after written notice of the breach is given by Licensee to E-Ring, Licensee will have the right to terminate the Maintenance and Support Services, in which case E-Ring must refund to Licensee within ten (10) days of such termination a pro rata portion of the Maintenance Fees pre-paid for the applicable period of coverage. If Licensee fails to pay any undisputed fees or charges due to E-Ring or otherwise fails to carry out any other material obligation of Licensee, then E-Ring may, at its option, in addition to other available remedies, terminate this Agreement, provided that it first gives Licensee thirty (30) days' prior written notice in order to permit Licensee to cure Licensee's default. In addition, maintenance coverage and Licensee's obligations to make payments of Maintenance Fees will automatically terminate with respect to any copies of Software that are no longer licensed for use under the Agreement.

10. **Limitation of Liability.** The cumulative liability of E-Ring for all claims relating to any services provided by E-Ring as contemplated under Part B of Exhibit A of the License Agreement, including maintenance and support service, whether in contract, tort, or otherwise, will in no event exceed the total amount of all maintenance fees paid to E-Ring during the then current annual term. In no event will either party be liable to the other party or any other person for any consequential, indirect, special, or incidental damages, including loss of profits, revenue, data or use, incurred by either party or any third party, even if such party has been advised of the possibility of such potential loss or damage.

11. Technical Support Procedures. E-Ring will furnish Licensee with a current version of E-Ring's Technical Support Procedures. The Technical Support Procedures may be amended by E-Ring from time to time.

12. Definitions.

12.1 "Enhancement" means any modification or addition to the Software that changes its utility, efficiency, functional capability, or application, but that does not constitute an Error Correction or New Module. Enhancements to the Software are included in the Maintenance and Support Services at no additional charge.

12.2 "Error" means any failure of the Software to conform to its Documentation in any material respect.

12.3 "Error Correction" means either a modification or addition that, when made or added to the Software, brings the Software into conformity with its Documentation in all material respects or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

12.4 "Module" or "New Module" means a module related to the Software which contains business logic not offered or contained in the then-current version of the Software and is offered by E-Ring as a separate option or feature and is priced separately. New Modules are not included in the Maintenance and Support Services and are subject to a separate charge.

12.5 "Release" means a new version of the Software that includes Error Corrections and/or Enhancements.

12.6 "Technical Support Procedures" means the E-Ring's Technical Support Procedures, as amended by E-Ring from time to time. The Technical Support Procedures may be amended by E-Ring from time to time upon written notice to Licensee.

All other capitalized terms used in this Exhibit have the meaning given to them in the License Agreement.

13. OTHER PROFESSIONAL SERVICES. E-Ring shall have no obligation to provide any Professional Services to Licensee except those described in Section 1, but may elect to do so in accordance with the provisions of this Section 13 and all other applicable terms and conditions of this Agreement:

13.1 Service Requests. In the event that Licensee desires E-Ring to provide additional Professional Services, Licensee shall submit to E-Ring a written service request, including, if applicable, (1.) descriptions and/or specifications of the requested services and all associated deliverables, and (2.) the time schedule for performance of such and for delivery of any deliverables.

13.2 Price Quotes. If E-Ring desires to provide the Professional Services described in a particular service request, E-Ring shall provide Licensee with a price quote for the same, which shall be based on E-Ring's then-current hourly labor rates or any other pricing structure deemed appropriate by E-Ring. Unless otherwise specified in a particular price quote, all prices for Professional Services will be exclusive of all reasonable travel, lodging, per-diem and other out-of-pocket expenses incurred by personnel of E-Ring (including E-Ring's subcontractors) in performing such Professional Services.

13.3 Acceptance of Quote. Upon acceptance by Licensee of any quote provided by E-Ring for the performance of Professional Services, E-Ring shall make an earnest effort to complete said Professional Services in a timely and efficient manner. Following any such acceptance by Licensee, any changes affecting the scope or cost of the requested Professional Services will be implemented by a written change order, which must be mutually agreed upon and executed by both Parties.

13.4 Proprietary Rights. Ownership of all work product resulting from the performance of Professional Services by E-Ring, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

The signatures below attest to the Capture CAMA Edition Software License Agreement and Maintenance and Support Services Agreement between the Montgomery County Alabama Commission and E-Ring, Inc.

Accepted and Approved:

**MONTGOMERY COUNTY
COMMISSION ALABAMA**

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART C NOTICES

Notices to E-Ring should be addressed as follows:

Company: E-Ring, Inc.
Address: 3015 Windward Plaza.
Suite 575
Alpharetta, GA 30005
Attention: Raj Radhakrishnan
Telephone: 256-772-3464
Facsimile: 256-772-8464

Notices to Licensee should be addressed as follows:

Licensee Montgomery County Revenue Commissioner
Address: P.O. Box 1667
Montgomery, AL 36102-1667
Attention: Janet Buskey
Telephone: 334-832-1250
Facsimile: 334-832-1644

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

OCT - 7 2019

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Services Agreement with Diligent Corporation for the iCompass Meeting Manager Pro Software

The Montgomery County Commission, at its meeting on September 16, 2019, agreed to place on the next agenda the attached Services Agreement with Diligent Corporation for the iCompass Meeting Manager Pro Software.

I am requesting approval of this Agreement.

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



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, September 12, 2019

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk
Manager of Public Affairs

SUBJECT: Acquisition of software to modernize County Commission meetings

Montgomery County Commission continues to work towards transparency and efficiency for the citizens we serve. In order to provide an easier and more engaging system for commission meetings, I propose the County Commission obtain Diligent's iCompass Meeting Manager Pro software. This includes video management software providing access to meetings from anywhere, on any device with the latest in commission video webcasting technology. The software allows to video time stamp agenda and minutes, generate closed captioning automatically, and include video player in agendas and minutes so viewers can easily watch the meeting and see what's coming next. iCompass will improve all aspects of Commission Meetings through a reduction in manual tasks, increased collaboration and comprehensive mobile friendly access to agendas, minutes and decisions. Through several automated features, Montgomery County can provide citizens with an up-to-date, mobile friendly web portal that they can use to review agenda packets, minutes and search by keyword for information on issues in the community. Commissioners will receive agendas and minutes electronically via individual tablets. Commissioners will also cast their vote with one-touch using their tablet and the results will instantly display in real time.

iCompass is part of Diligent, the pioneer in modern governance. It is a highly secure, collaborative agenda and meeting management software. Diligent is trusted by more than 16,000 organizations around the world including over 100 organizations in Alabama such as the Retirement Systems of Alabama, Alabama State Personnel Board, BBVA and Coca Cola Bottling Company. From communities of 500 to over 2 million in population, Diligent is widely acknowledged as the go-to for local government and public sector leaders.

The cost for iCompass Meeting Manager Pro software is an annual fee of \$27,360.00 and a one-time fee of \$1,000 for agendas and minutes migration. Estimated timeframe once approved is 3 – 5 months for complete implementation. We are currently working with IS on video and audio enhancements to the Commission Chambers and Conference Room.

I am requesting approval of this item.



Diligent Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of the October 31, 2019 (the "Effective Date"), between Diligent Corporation ("Diligent"), with offices at 1111 19th Street NW, Washington DC, 20036, and Montgomery County Commission, with an address at 101 South Lawrence St., Montgomery, AL 36104 (the "Customer").

1.0 Services.

- 1.1 **Provision of Services.** During the Term, Customer's and Customer's end-users ("End Users") may access and use the services described in Section 9.0 of this Agreement (the "Services") in accordance with the terms of this Agreement. Customer will provide Diligent with all necessary and reasonable cooperation to enable Diligent to perform its obligations under this Agreement. "Customer Data" as used in this Agreement means the information successfully uploaded by Customer to the Services and stored on Diligent's servers.

2.0 Customer Obligations.

- 2.1 **Customer Administration of the Services.** Customer may specify End Users as "Administrators". Administrators have the ability to monitor, restrict, or terminate access to Services. Diligent's responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 2.2 **Compliance.** Customer is responsible and liable for use of the Services by its End Users and all consequences of such use (including any and all consequences and liabilities resulting from End Users making Customer Data publicly accessible through the Services). Customer will obtain from End Users, and any data subjects of Customer Data, any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow Diligent to provide the Services. Customer will comply with laws and regulations applicable to Customer's use of Services.
- 2.3 **Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services by or through its End Users and terminate any unauthorized use of or access to the Services. Customer will promptly notify Diligent of any unauthorized use of or access to the Services.
- 2.4 **Restricted Uses.** Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so; (iii) upload any Customer Data that is unlawful (iv) infringe the intellectual property rights of any third party by uploading Customer Data, (v) interfere with or disrupt the Services, the systems used to host the Services, or other equipment or networks connection to the Services, (vi) perform any penetration testing on or with respect to the Services, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Services, (vii) mirror the Services on any server, or (viii) allow any non-End Users to use any log-in information, codes(s), or other mechanisms issues to, or selected by, Customer or End Users for access to the Services.
- 2.5 **Third Party Requests.**
 - 2.5.1 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
 - 2.5.2 Customer is responsible for responding to Third Party Requests via its own access to information policies.

3.0 Intellectual Property Rights; Confidentiality

- 3.1 **Reservation of Rights.** Except as expressly set forth herein, this Agreement does not grant (i) Diligent any intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services or any other products or offerings of Diligent, Diligent trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.
- 3.2 **Suggestions.** Diligent may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sublicense, any feedback, comments, or suggestions Customer or End Users send Diligent or post in Diligent's online forums relating to the Services, or other products or offerings of Diligent, without any obligation to Customer.
- 3.3 **Confidential Information.** Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Diligent, or except as required by law, any Confidential Information of Diligent, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" of a party means all information, written, electronic or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials provided by a party during the Term. Each party will not disclose the Confidential Information of the other to any third party except for those provided under this Agreement or use it for any purpose other than to carry out the activities contemplated under this Agreement. Each party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of this Agreement (e.g. End Users, contract developers, service providers, etc.), who have a need to know in connection with this Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in this Agreement. Each party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected. Each party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by the receiving party without obligation of confidentiality prior to disclosure by the disclosing party; (b) was in or entered the public domain through no fault of the receiving party; (c) is disclosed to the receiving party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the receiving party without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be

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disclosed, a receiving party may disclose such information after providing to the disclosing party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. The parties agree that any violation or threatened violation of this Section 3.3 will cause irreparable injury to the disclosing party for which money damages would be an insufficient remedy, therefore the disclosing party will be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.

- 3.4 Limited Rights.** Customer hereby grants to Diligent the right to use the Customer Data solely for the purposes of providing the Services pursuant to this Agreement. If Customer furnishes to Diligent any content or materials (including graphics, logos, trademarks, etc.) other than Customer Data (collectively "Customer Materials"), Diligent may use the Customer Materials in connection with the provision of the Services under this Agreement. Customer Data and Customer Materials may be stored, processed, transmitted and otherwise handled by Diligent and its authorized subcontractors outside of the jurisdiction in which the Customer Data or Customer Material originates.

4.0 Fees & Payment.

4.1 Fees.

- 4.1.1** Customer will pay Diligent for all applicable fees upfront annually.
- 4.1.2** Customer will pay any amounts related to the Services within thirty (30) days of the date of the invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in United States Dollars.
- 4.1.3** For any amount not paid when due, Diligent may charge an 18% per annum finance charge or, if lower, the maximum amount allowed by law. Customer will reimburse Diligent for its costs incurred (including reasonable attorney's fees) in the collection of Customer's past due amounts.
- 4.1.4** Except as specifically provided to the contrary in this Agreement, in the event of the cancellation, completion, expiration or termination of this Agreement, all monies paid or due or owing to Diligent by Customer shall be deemed non-refundable. Any reduction in Services ordered pursuant to Section 9 shall take effect as of the commencement of the next upcoming anniversary of the Effective Date.
- 4.1.5** Customer acknowledges that while it may choose to delay the implementation of the Services, this is not a valid reason for withholding payment on any invoices. Furthermore, the Customer will not withhold payment on any invoices for any other reason.
- 4.1.6** Diligent reserves the right to increase pricing, as listed, on an annual basis, by providing Customer with written notice of the new pricing at least sixty (60) days prior to the commencement of a Renewal Term and the pricing will apply to the Renewal Term unless Customer provides written notice of non-renewal in accordance with Section 5.1.
- 4.2 Taxes.** Customer is responsible for all taxes which are levied or imposed by reason of the transactions contemplated by this Agreement. Diligent will charge tax when required to do so, without deduction or withholding. If Customer is required by law to withhold any taxes, Customer must provide Diligent with an official tax receipt or other appropriate documentation.
- 4.3 Purchase Orders.** Any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

- 5.1 Term.** The "Initial Term" of this Agreement shall be one year commencing on the Effective Date, which shall automatically renew for further consecutive periods of one year (each a "Renewal Term") upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term. The Initial Term and each Renewal Term are together the "Term".
- 5.2 Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure the breach (if the breach is curable) within thirty (30) days after receiving the non-breaching party's written notice specifying the breach. Notwithstanding the foregoing, Diligent may terminate this Agreement immediately upon providing written notice to Customer if Customer breaches Section 2.4 (Restricted Uses) or Section 3.3 (Confidential Information), and Customer may terminate this Agreement immediately upon providing written notice to Diligent if Diligent breaches Section 3.3 (Confidential Information). Either party may terminate this Agreement immediately (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such party's debts; (ii) upon the other party making an assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to do business.
- 5.3 Effects of Termination.** If this Agreement terminates for any reason: (i) the rights granted by Diligent to Customer will cease immediately (except as set forth in this section); (ii) Diligent may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Diligent may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.3 (Effects of Termination), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

- 6.1 By Customer.** Customer will indemnify, defend, and hold harmless Diligent from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Diligent regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; (iii) End Users' use of the Services in violation of this Agreement; (iv) modifications to the Services or any software provided in connection therewith, made by or on behalf of Customer; or (v) Customer's use or combination of the Services with any other software, hardware, or services that are not provided by Diligent.

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- 6.2 By Diligent.** Diligent will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that Diligent's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Diligent have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Diligent and (ii) any content, information, or data provided by Customers, End Users, or other third parties.
- 6.3 Possible Infringement.** If Diligent believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Diligent may (i) obtain the right for Customer, at Diligent's expense, to continue using the Services; (ii) provide a non-infringing replacement for the Services with materially equivalent functionality; or (iii) modify the Services so that they no longer infringe. If Diligent does not believe the options described in this section are reasonable then Diligent may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.
- 6.4 General.** The obligations of indemnification in this section are conditioned upon the party seeking indemnification promptly notifying the other party of the claim and cooperating with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent of the party seeking indemnification, and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are Diligent's and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 Exclusion of Warranties; Limitation of Liability.

- 7.1 EXCLUSION OF WARRANTIES.** EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, DILIGENT MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES. DILIGENT MAKES NO WARRANTY THAT THE SERVICES OR ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS OR BE ACCURATE, ERROR-FREE, RELIABLE, OR AVAILABLE. DILIGENT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CUSTOMER WITH RESPECT TO ANY THIRD PARTY SOFTWARE FORMING PART OF THE SERVICES. TO THE EXTENT THAT A PARTICULAR JURISDICTION DOES NOT ALLOW FOR THE EXCLUSION OF A WARRANTY, THAT WARRANTY WILL BE LIMITED TO THE MINIMUM PERIOD OF TIME REQUIRED BY LAW STARTING AS OF THE EFFECTIVE DATE, AND THE INVALIDITY OF THE DISCLAIMER WILL NOT AFFECT ANY OTHER DISCLAIMER OR LIMITATION CONTAINED IN THIS AGREEMENT.
- 7.2 LIMITATION ON INDIRECT LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR DILIGENT AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6 HEREUNDER, NEITHER CUSTOMER NOR DILIGENT AND ITS AFFILIATES, SUPPLIERS, AGENTS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OR COMPROMISE OF USE, DATA, BUSINESS, REVENUE, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 7.3 LIMITATION ON AMOUNT OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, DILIGENT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO DILIGENT HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8.0 Miscellaneous.

- 8.1 Terms Modification.** Diligent may wish to revise this Agreement from time to time. If a revision, in Diligent's sole discretion, is material, Diligent will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 45 days of receiving notice of the change.
- 8.2 Entire Agreement.** The Agreement including the invoice and order form provided by Diligent, constitutes the entire agreement between Customer and Diligent with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.
- 8.3 Governing Law.** 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 Diligent. Notwithstanding the foregoing, this Section shall not be construed to limit a party's right to seek relief from a court of competent jurisdiction in order to avoid imminent harm.
- 8.4 Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 Waiver or Delay.** All waivers under this Agreement must be in writing to be effective. Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.



THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT NO. 180306

- 8.6 Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of Diligent. Any other attempt to transfer or assign is void.
- 8.7 Force Majeure.** Except for payment obligations, neither Diligent nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example without limitation, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).
- 8.8 Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 8.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Signatures may be transmitted by facsimile or electronic mail in PDF or other similar format and will be deemed original. The signatories to this Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective party to this Agreement.
- 8.10 Independent Contractor.** Diligent is an independent contractor. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the parties and neither party will have the power to bind the other with respect to third parties.
- 8.11 Notices.** Any notices required or permitted to be given hereunder by either party to the other will be given in writing (i) by personal delivery, (ii) by bonded courier or a nationally-recognized overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other party at the address set forth in the signature line of this Agreement (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) by email. Notices will be deemed received: (a) if personally delivered, the same day; (b) if sent by courier or overnight delivery company, on the second working day after the day it was sent; (c) if sent by mail, five (5) working days following posting; or (d) if sent by email, the date of delivery.
- 8.12 State Purchasing.** To the extent permitted by law and approved by the Parties, the terms of this Agreement may be extended for use by other similarly situated state and/or governmental entities ("Related Entities") upon execution by Diligent and the Related Entity of an addendum or order document referencing this Agreement and setting forth all terms and conditions for such use. Applicable fees for any such Related Entity will be quoted by Diligent to the Client and/or any Related Entity upon written request, and shall be incorporated into the addendum or order document.

9.0 Services.

- 9.1** Diligent shall provide the following Services to the Customer for the Fees indicated:

Service	Annual Fee
iCompass Meeting Manager Pro	\$19,000
iCompass Video Manager HD	\$5,320
iCompass Contract Tracker	\$1,520
iCompass Public Records Request Tracker	\$1,520
iCompass AgendaNotes, Digital Voting and Transparency Portal	Included
Service	One-Time Fee
iCompass Agenda & Minutes Migration	\$1,000

- 9.2 Storage.** Unlimited meeting related content and up to 25 GB of storage for non-meeting related content is included in the fees set out in this Agreement. Additional storage can be purchased as required.

IN WITNESS WHEREOF Diligent and the Customer have executed this Agreement as of the Effective Date.

Customer by its authorized signatory:	Diligent Corporation by its authorized signatory:
Name: Elton N. Dean, Sr. Title: Chairman Date:	Name: Title: Date:
Notices to <u>Montgomery County Commission</u> : <u>101 South Lawrence St., Montgomery, AL 36104</u> Billing Contact: Sherrill Thomas, Finance Director Billing's Email: sherrillthomas@mc-ala.org	Notices to Diligent Corporation: General Counsel Diligent Corporation – Attn: General Counsel 111 West 33rd St, 16th Floor New York, NY 10120 USA Phone: 212-741-8181 Email: legal@diligent.com eGovernance Advisor: Josh Fruecht eGovernance Advisor Email: jfruecht@diligent.com

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10-6

MEMORANDUM**September 19, 2019**

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Services Agreement with Diligent Corporation for the iCompass Meeting Manager Pro Software

TTG

I have reviewed your memorandum dated September 18, 2019, regarding a Services Agreement with Diligent Corporation for the iCompass Meeting Manager Pro Software.

The County's Dispute Resolution language needs to be added to the agreement.

"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 Diligent Corporation."

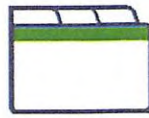
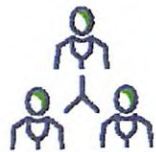
If this language is inserted, then I am of the opinion that the agreement is acceptable. The agreement will be binding on all parties upon execution.

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



iCompass

A DILIGENT BRAND



Governance That Benefits The Community

Proposal for: Montgomery County, AL

Prepared for: Florence M. Cauthen
Deputy Administrator

Date: September 16, 2019

Prepared by: Josh Fruecht, MPA, CMC
eGovernance Advisor
jfruecht@diligent.com
407-900-6944

Diligent Corporation - 111 West 33rd St, 16th Floor, New York, NY 10120, United States
Diligent Canada - 850 Missions Flats Road, Kamloops BC, V2C 1A9, Canada

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iCompass Overview

Our Promise To You

We focus on a single driving principle: to help local governments of any size modernize their services for citizens with easy-to-use technologies that are developed to exacting standards. At the heart of our mission is an unshakable commitment to empower the people in local governments who make things happen, and bring simplicity, ease and opportunity into their everyday lives.

We Can Help—iCompass is an Industry Leader

Running a local government is complex. We're here to make it simpler, easier and more organized.

At iCompass we believe that finding the right solution, setting it up and using it to improve your workplace shouldn't be so much work. Our friendly customer success team is one of the best in the industry with expert, in-person service 24 hours a day, 7 days a week, 365 days a year. No matter where you are or what you need our help with, we're here.

PROUD TO BE PEOPLE PLEASERS

iCompass

iCompass is part of Diligent, the pioneer in modern governance. We empower leaders to turn governance into a strategic advantage through unparalleled insight and highly secure, collaborative agenda and meeting management software, helping local governments thrive in today's digital age. Our trusted technology streamlines the day-to-day work of council management, supports collaboration and information sharing throughout the community and delivers the insights and information local government leaders need to mitigate governance deficits and serve their communities effectively. Our employees are passionate, smart, and creative people who thrive on exchanging ideas in a collegial culture of innovative thinking and constant improvement.

Trusted by more than 16,000 organizations and 600,000 board members around the world. From communities of 500 to over 2 million in population, Diligent is widely acknowledged as the go-to for local government and public sector leaders.

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How we can help - Benefits of iCompass



Eliminate manual tasks



Be more transparent



Empower your team



Have information at your fingertips



Engage more citizens



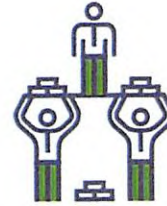
Reduce operating costs



Turn change into opportunity



Make better decisions



Bring everyone together

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Local Government Solutions – *Software tailored to you*

Meeting Management

Improve all aspects of your meetings through a reduction in manual tasks, increased collaboration and comprehensive mobile friendly access to agendas, minutes and council decisions.



MEETING MANAGER

Create and publish agendas and minutes online for better collaboration with staff and council



MEETING MANAGER PRO

End-to-end meeting efficiency and integration with iCompass' comprehensive set of transparency tools



BOARD MANAGER

Manage your boards, commissions and committees seamlessly with an integrated solution

Video Management

Provide citizens with real-time access to public meetings from anywhere, on any device with the latest in council video webcasting technology



VIDEO MANAGER HD

Stream and record public meetings in HD through YouTube for the best citizen experience possible

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Meeting Manager Pro

MAXIMIZE YOUR POTENTIAL FOR MEETING EFFICIENCY AND CONNECT CITIZENS TO INFORMATION

Meeting Manager Pro combines the time savings features of Meeting Manager with a suite of powerful transparency tools. Through several automated features, any size local government can provide citizens with an up-to-date, mobile friendly web portal that they can use to review agenda packets, minutes and search by keyword for information on key issues in your community.

- » Reduce meeting prep and follow up time by up to 80%
- » Produce consistent, professional reports, agendas, minutes and track follow-ups from staff
- » Manage all your core records needs with the Records Center
- » Streamline workflows and approvals for the entire pre and post meeting process
- » Give staff and citizens immediate access to all agendas, records and reports

Features

Action Tracking

Collaborate to create and approve agenda items, track incoming requests for information and other applications from the public

Agenda Manager

Use a drag and drop agenda builder to create packets and send a packet to everyone that needs it with a single click

Minutes Manager

Create your minutes from a pre-populated template

Document Center

An online file storage tool to store and organize information in the cloud

Digital Voting

On any device council members can instantly submit their vote on a motion and have the results displayed real-time in your council chambers

Auto OCR

Make any record keyword searchable – so documents are accessible for staff and the public via a simple search

Online Transparency Portal

Integrated seamlessly to any website, provide access from any device to agendas, minutes and supporting items. Citizens can subscribe to receive automatic email updates when information is published and search through public archives.

Integrations

Video Manager HD

Stream and record council meetings on so the public can stay engaged with decisions being made at City Hall. You can even timestamp your agenda and minutes, so users can watch discussions on specific meeting items.

Board Manager

Manage all the different boards and commissions at your local government. Track applications and terms and provide the public with comprehensive information about board members.

Laserfiche Connector

Save meeting related documents to Laserfiche, attach Laserfiche-stored documents to your agendas, minutes and items and publish Laserfiche-stored documents to your website.

Additional Integrations

Calendar, Microsoft SharePoint, Swagit, Granicus, EarthChannel, Contract Tracker, Public Records Request Tracker and COI Tracker.

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AgendaNotes

AgendaNotes (iPad®, Web, and PC Versions) is a tool that elected officials and staff can use to access meeting information and make notes. Integrated with iCompass' meeting management solutions, it improves the in-meeting experience while ensuring instant, automatic access to the most up-to-date version of an agenda.

AgendaNotes (iPad® Version) Features

- » Access to any electronic agenda as soon as it is published on an iPad®
- » Download the agenda and attachments
- » User security maintained through login / password controls
- » Highlight text with a swipe
- » Place sticky notes right on reports and attachments
- » Free hand circle and mark-up your entire agenda
- » Auto sync grabs updates and agenda items on the go
- » Hot links straight to your notes for quick review
- » Easily print the agenda and your notes at any time

AgendaNotes (Web Version) Features

- » Access to any electronic agenda as soon as it is published on any device with an internet browser.
- » View the agenda and attachments on any device
- » Add notes to agenda headings and items
- » Hot links straight to your notes for quick review
- » Easily print the agenda and your notes at any time

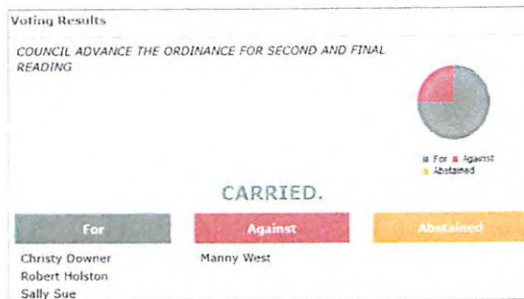
AgendaNotes (PC Version) Features

- » Access to any electronic agenda as soon as it is published on a Windows compatible laptop or desktop computer
- » Download the agenda and attachments
- » Add notes to agenda headings and items
- » Easily print the agenda and your notes at any time
- » Hot links straight to your notes for quick review
- » Options to download some or all attachments – great for dial-up users



Digital Voting

Digital Voting (iPad®, Web, and PC Versions) provides communities with the ability to easily utilize electronic voting during meetings. Elected officials and voting members can cast their vote with one-touch via a tablet or computer and the results instantly display to the public in real time.

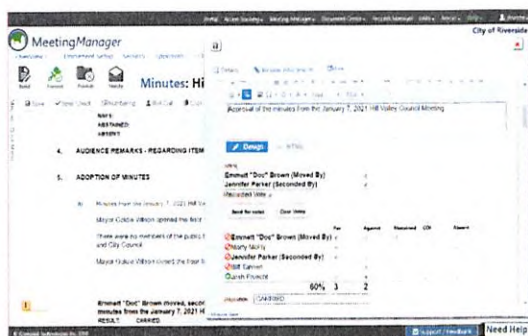


Request for Votes

After voting is initiated, members cast their vote using the AgendaNotes app (iPad®, Web, and PC Versions).

Vote Results

Vote results are displayed in real time during the meeting. A record of each vote is automatically added to the minutes, making it simple for the clerk to manage motions, votes, and their results in one place. Voting history can also be accessed via the Transparency Portal for the public and staff to review.



VOTING RESULTS

Meeting Item	Meeting Date	Description	Action	For	Against	Abstained	Result
Ordinance 18-001	08/01/2018	Ordinance 18-001: To amend the City of Knoxville's Ordinance 18-001 to add a new section 18-001.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-001: To amend the City of Knoxville's Ordinance 18-001 to add a new section 18-001.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-002	08/01/2018	Ordinance 18-002: To amend the City of Knoxville's Ordinance 18-002 to add a new section 18-002.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-002: To amend the City of Knoxville's Ordinance 18-002 to add a new section 18-002.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-003	08/01/2018	Ordinance 18-003: To amend the City of Knoxville's Ordinance 18-003 to add a new section 18-003.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-003: To amend the City of Knoxville's Ordinance 18-003 to add a new section 18-003.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-004	08/01/2018	Ordinance 18-004: To amend the City of Knoxville's Ordinance 18-004 to add a new section 18-004.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-004: To amend the City of Knoxville's Ordinance 18-004 to add a new section 18-004.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-005	08/01/2018	Ordinance 18-005: To amend the City of Knoxville's Ordinance 18-005 to add a new section 18-005.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-005: To amend the City of Knoxville's Ordinance 18-005 to add a new section 18-005.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-006	08/01/2018	Ordinance 18-006: To amend the City of Knoxville's Ordinance 18-006 to add a new section 18-006.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-006: To amend the City of Knoxville's Ordinance 18-006 to add a new section 18-006.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-007	08/01/2018	Ordinance 18-007: To amend the City of Knoxville's Ordinance 18-007 to add a new section 18-007.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-007: To amend the City of Knoxville's Ordinance 18-007 to add a new section 18-007.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-008	08/01/2018	Ordinance 18-008: To amend the City of Knoxville's Ordinance 18-008 to add a new section 18-008.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-008: To amend the City of Knoxville's Ordinance 18-008 to add a new section 18-008.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-009	08/01/2018	Ordinance 18-009: To amend the City of Knoxville's Ordinance 18-009 to add a new section 18-009.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-009: To amend the City of Knoxville's Ordinance 18-009 to add a new section 18-009.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried
Ordinance 18-010	08/01/2018	Ordinance 18-010: To amend the City of Knoxville's Ordinance 18-010 to add a new section 18-010.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	Ordinance 18-010: To amend the City of Knoxville's Ordinance 18-010 to add a new section 18-010.01 to read as follows: "The City of Knoxville shall have the honor to recognize the following as a special day in the history of the City of Knoxville."	3	0	0	Carried

Minutes

A record of each vote is automatically added to the minutes, making it simple for the clerk to manage motions and their results.

Voting History

Voting history can also be accessed via the Transparency Portal for the public and staff to review.

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Board Manager

IMPROVE COMMUNICATION FOR BOARDS, COMMISSIONS AND COMMITTEES

Board Manager dramatically simplifies how local governments manage their boards, commissions and committees. When it comes to tracking board terms, rosters and applications – many organizations depend on binders and spreadsheets. With Board Manager you can effortlessly stay on top of boards with visibility into upcoming vacancies and applications provided through several automated dashboards and lists.

- » Save time – Easily see total year of service for any member
- » Improve the public's visibility into boards, commissions, committees and members
- » Set up online applications
- » Get alerts on upcoming board vacancies to be more proactive
- » Automatically updates roll calls, Agenda, and Minutes Attendees

Features

Centralized information

Dashboards and lists to view upcoming vacancies at a glance

Online postings & applications

Board membership information, postings and online applications from any device

Email templates

Ready-to-use email templates to simplify correspondence

Tracking & approvals

Automates tracking and approval of new board applicants

Integrates with agendas

Seamlessly integrates motions for board member approvals into an agenda

Integrations

Meeting Manager Pro

Works with Meeting Manager Pro and iCompass' transparency portal to integrate board agendas, minutes and member biographies with information about regular council meetings

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Video Manager HD

WATCH LOCAL GOVERNMENT MEETINGS ANYWHERE, ON ANY DEVICE

Video Manager HD extends the functionality of iCompass' Meeting Manager Pro solution so you can live stream council meetings and provide video links in your agendas and minutes. Integrated with YouTube, the world's leading video streaming platform, local governments have never had access to such a reliable and affordable transparency-focused solution.

- » Provide live and recorded webcasts that can be watched from anywhere in high definition
- » Set screen options to help viewers with low bandwidth internet connections access the videos
- » Automate closed captioning
- » Add timestamped video links to agendas and minutes
- » Include video player in agendas and minutes so citizens can easily watch the meeting and see what's coming next

Features

Agenda and Minutes Time Stamping

Add video links to your agendas and minutes

Closed Captioning

Text is generated automatically and can be edited prior to publishing if needed

Automated Reporting

Dashboards that display video views and other information to quantify citizen engagement with meetings

Video Editing

Trim the beginning and end of the meeting video

Video Encoder

Start and stop the live webcast from a tablet or phone from anywhere

YouTube for Government

The world's most popular video streaming platform brings unparalleled reliability, storage and a comprehensive suite of value-added features for local government

Integrations

Meeting Manager Pro

Incorporate videos into your online agendas and minutes. iCompass' Transparency Portal displays video content alongside other meeting information in a mobile-friendly platform.

Video Encoder Technical Specifications

Video Input:	HDMI Type-A
Audio Inputs:	Embedded Audio Input, 2 Channel
	Analog line or Mic-In, 2 Channel
Network Connections:	Ethernet or Wi-Fi
Protocol:	RTMP Flash Streaming
Video Codec:	H.264
Video Resolution:	up to 1920 x 1080
Video Frame rate:	up to 60 fps
Video Bitrate:	700 Kbps to 6 Mbps
Video Aspect Ratio:	4:3 or 16:9
Audio codec:	AAC

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Support

Unlimited Support

- » The Customer may designate up to 3 individuals who will be registered with iCompass as authorized Champions eligible for free and unlimited support throughout the duration of the relationship
- » Only authorized Champions will receive support – inquiries from others within the Customer's organization will be directed to the authorized Champions
- » Support requests will be documented and e-mailed to the authorized Champion making such requests (as well as added to the Customer Resource Center) to minimize support requests in the future
- » 1-800 telephone and e-mail support during the business hours of 6:30 AM to 5:00 PM (Pacific Time), Monday-Friday (not including holidays)
- » Support calls will be answered by a human being 24 hours/day, 7 days/week

Unlimited Coaching Sessions

- » The Customer may request an unlimited number of Coaching Sessions for designated individuals throughout the duration of the relationship
- » An authorized Champion must make such requests
- » Each Coaching Session will last between 15 and 30 minutes
- » The Customer will commit to making best efforts to provide iCompass with a minimum of one week's notice of any cancellation or rescheduling of Coaching Sessions

Unlimited Training Sessions

- » The Customer may request an unlimited number of free Training Sessions for designated individuals throughout the duration of the relationship
- » Such training will be provided via our 'Easy as That' Training Program – On-line, workshop style training with an instructor leading each module
- » An authorized Champion must make such requests
- » The Customer will commit to making best efforts to provide iCompass with a minimum of one week's notice of any cancellation or rescheduling of participation within Training Sessions



Support – Continued

Other Customer Resources

- » Educational webinars
- » iCompass Customer Resource Center which includes a growing collection of quick reference guides and videos
- » iCompass Template Libraries for easy searching and review of sample documents from dozens upon dozens of other iCompass customers. Such documents include agendas, minutes, forms, classification schemes/retention schedules, etc.

Unlimited Storage Space

Unlimited storage for meeting documents in our state of the art network facility provides continual back-up and redundancy to ensure your files are always at your fingertips. With Records Center your additional documents are also online, searchable and available to staff and the public 24/7

Our Cloud Delivery Model – Software-as-a-Service(SaaS)

iCompass solutions are delivered over the Internet and our customers only require a web browser to access and use them. Overall, the SaaS model is a much lower-cost delivery of software services – you no longer have to over spend or build in-house!

Key Benefits:

- » Joining a community of other local governments for best practice improvement
- » All feature updates included
- » Constant redundant back-up of all information
- » Video streaming services provided via Content Delivery Network (CDN)



Pricing

ONE-TIME FEE

Setup & Implementation

\$1,500 Waived

- » Includes setup and implementation of iCompass products

ANNUAL FEE

Meeting Manager Pro

~~\$28,600~~ \$19,000

- » Includes Action Tracking, Agenda Manager, Minutes Manager, Document Center, and Records Center
- » Laserfiche, Microsoft SharePoint, Granicus, Earth Channel and Calendar Connectors (if applicable)
- » Automatic Optical Character Recognition (OCR)
- » Two (2) trackers created in Action Tracking (Meeting Tracker and Report Tracker)
- » Unlimited agendas & minutes templates
- » Unlimited storage for meeting related content
- » Unlimited support, training sessions and coaching sessions
- » Unlimited users within your organization
- » All regular updates to the included modules

AgendaNotes

Included

- » Includes AgendaNotes (iPad®, Web and PC versions) for unlimited users

Digital Voting

Included

- » Includes Digital Voting (iPad®, Web and PC versions) for unlimited meeting types
- » Includes historical access to voting history for each elected official or board member

Transparency Portal

Included

- » Includes meeting schedules, agendas, minutes, voting and attendance records are all included
- » Citizens can subscribe to receive automatic email updates
- » Automatically refreshes with the latest information once it is complete

Video Manager HD

~~\$6,750~~ \$5,320

- » Includes Unlimited High Definition Live Streaming and On Demand Video
- » Live and On Demand Video Indexing
- » Cross-Platform Media Player (PC / Mac / Mobile / Tablet)
- » Video Encoder Included

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10-20

**Public Records Request Tracker****\$2,150 \$1,520**

- » Includes Public Records Request Tracker & Configuration
- » Track and manage follow-up items and related files
- » Email Notifications & Reminders
- » Public Records Request Tracker Dashboard

Contract Tracker**\$2,150 \$1,520**

- » Includes Contract Tracker & Configuration
- » Track and manage contracts, agreements and related files
- » Email Notifications & Reminders
- » Contract & Agreements Dashboard

Migration Services

*ONE-TIME FEE***Agenda & Minutes Migration****\$1,000**

- » Includes migration of agendas and minutes documents
- » Requires export of agendas, agenda packets and minutes documents needed for migration in PDF format to be provided by the customer from the current vendor

Terms and Conditions

- » The annual fees outlined herein are guaranteed until October 25, 2019
- » The annual fees outlined herein are based on a one year auto renew contract
- » The annual fees include hosting, technical support (e-mail and 1-800 support), maintenance, on-line training sessions, regular upgrades to the software and storage space
- » All annual fees are payable up front
- » Your license will include unlimited users from your organization

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Optional Add-On Services

ANNUAL FEE

Board Manager

\$3,500 \$3,000

- » Includes Board Manager and one (1) Board Application setup in Action Tracking
- » Track and manage board members, terms and online applications
- » Board Member Photos & Background Information
- » Email Notifications & Reminders
- » Board Manager Dashboard

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10-22

AGENDA

OCT - 7 2019

October 3, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Tammy Turner
Buyer II

RE: Request for Proposal No. 52602-19P-019
Detainee Medical Services Program
at the Youth Facility

I request that approval of award on the above referenced Request for Proposal and related Agreement to QCHC, Inc., a/k/a Quality Correctional Health Care, an Alabama Corporation, for Detainee Medical Services Program at the Youth Facility be considered for approval on a future agenda.

This Request for Proposal has been coordinated with County Administrator Donald L. Mims and Juvenile Detention Director Brandi Alexander.

Attachment

**AGREEMENT FOR THE PROVISION OF HEALTH SERVICES FOR
MONTGOMERY COUNTY ALABAMA YOUTH FACILITY**

This **AGREEMENT** is hereby entered into by and between **MONTGOMERY COUNTY COMMISSION**, a political subdivision of the State of ALABAMA (hereinafter referred to as the "COUNTY"); and **QCHC, INC.** a/k/a Quality Correctional Health Care, an Alabama Corporation (hereinafter referred to as "QCHC") for the provision of certain healthcare services for juvenile residents in the custody of the Montgomery County Alabama Youth Facility (hereinafter referred to as "Facility").

RECITALS

WHEREAS, the COUNTY desires to provide professional and responsive healthcare services to the juveniles in the custody of Montgomery County Alabama Youth Facility;

WHEREAS, QCHC is a corporation which provides professional and responsive healthcare services in juvenile facilities, and desires to provide such services for the COUNTY pursuant to the terms of this AGREEMENT; and

WHEREAS, the COUNTY desires to enter into this AGREEMENT with QCHC;

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

COUNTY COMMISSION – The COUNTY COMMISSION of MONTGOMERY COUNTY, Alabama.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Alabama and an employee or independent contractor of QCHC, cause the JUVENILE's health to deteriorate, or cause harm to the JUVENILES well-being.

JUVENILE-Juveniles in the physical custody of the Montgomery County Alabama Youth Facility.

DIRECTOR -Director of the Montgomery County Alabama Youth Facility or his or her agent, or designee, such as the assistant director, acting director, etc.

FACILITY/MONTGOMERY COUNTY YOUTH FACILITY ("MCYF")-The Montgomery County Youth Facility located in Montgomery County, Alabama.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed in the State of Alabama.

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, gynecology, neurology, nephrology, etc.

ARTICLE 1:
DUTIES AND OBLIGATIONS OF QCHC

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC agrees as follows:

- 1.1. PRIMARY CARE.** QCHC shall provide primary healthcare services for all persons committed to the custody of the FACILITY, except those identified in Section 1.16. The responsibility of QCHC for medical care of a JUVENILE commences with the booking and physical placement of the JUVENILE into the FACILITY. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 72 hours from intake, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, and all other primary medical services shall be conducted on-site, at the FACILITY, unless otherwise addressed herein.
- 1.2. STAFFING.** QCHC will provide the staffing coverage necessary for the rendering of primary healthcare services to the Juveniles at the FACILITY as described in and required by this AGREEMENT. Anticipated staffing schedules for the FACILITY is included as APPENDIX A to this AGREEMENT, which the Director and QCHC may amend from time to time by mutual written consent. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS. It is understood and agreed that QCHC employees are allowed to leave the FACILITY during the work day for meal breaks, provided the timing and length of such meal breaks do not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under Alabama law, in their respective areas of practice. QCHC will maintain copies of all continuing education and licensure requirements for personnel. All personnel shall be subject to a background check by the COUNTY/FACILITY and will be required to follow the DIRECTOR's rules and policies regarding security and safety in the FACILITY.

The categories of staff/service providers to be provided by QCHC shall include:

- 1.2.1. PHYSICIAN / MEDICAL DIRECTOR / MID-LEVEL PRACTITIONER.** A Physician or MID-LEVEL PRACTITIONER will visit the FACILITY each week for a period of time sufficient to accomplish the objectives of this AGREEMENT in accordance with APPENDIX A. A practitioner will be available by telephone to the FACILITY's medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. One of the QCHC physicians will be designated as the FACILITY's "Medical Director," and shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the FACILITY.

- 1.2.2. NURSING.** QCHC will provide on-site nursing, consisting of Registered Nurses ("RNs") as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of nursing coverage to be determined between the DIRECTOR and QCHC, in accordance with APPENDIX A. The DIRECTOR and QCHC agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT.
- 1.3. CARE REPORTS.** Upon request, QCHC will provide reports and meet regularly with the DIRECTOR or designee, concerning the overall operation of the healthcare services program and the general health of the Juveniles of the FACILITY.
- 1.4. DENTAL CARE.** QCHC will provide for dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying Juveniles in need of dental services from a licensed dentist. QCHC will neither arrange nor be financially responsible for any services required by a licensed dentist.
- 1.5. DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide disposable medical supplies intended for one-time use.
- 1.6. DURABLE MEDICAL EQUIPMENT AND SUPPLIES.** Except for the equipment and instruments owned by the COUNTY/FACILITY at the inception of this AGREEMENT, QCHC will provide durable medical equipment and supplies required for the adequate provision of healthcare services during the term of this AGREEMENT.
- 1.7. ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to JUVENILES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8. EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the FACILITY, subcontractors, and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.
- 1.9. TRAINING.** QCHC will also provide, upon request, annual CPR/first aid and other training for staff of the FACILITY staff, as requested by the COUNTY. The COUNTY will be responsible for the costs associated with officer CPR certification cards. The cost of any officer CPR certification cards will be billed to the COUNTY separate and apart from the compensation set forth in Article 3.
- 1.10. HEALTH EVALUATIONS.** QCHC will provide periodic health care screening and evaluations for JUVENILES to be released to the custody and care of other programs. Health care evaluations will meet or exceed the standards necessary for accreditation by the American Correctional Association.
- 1.11. PREGNANCY/INFANT CARE/ABORTIONS.** QCHC shall arrange for and bear the cost of on-site health care for any pregnant inmate. Off-site health care services for any pregnant inmate shall be the financial responsibility of the COUNTY in accordance with Specialty Services as set forth in Section 1.18 of this AGREEMENT. QCHC will neither

arrange for infant care nor be financially responsible for any costs associated with infant care. Likewise, QCHC will neither arrange for nor provide abortion services.

- 1.12. INMATE/DETAINÉE LABOR.** INMATES/DETAINÉES will not be employed or otherwise engaged or utilized by either QCHC or the COUNTY/FACILITY in the rendering of any healthcare services.
- 1.13. MANAGEMENT SERVICES.** QCHC will provide management services to include: a comprehensive Strategic Plan; Policies and Procedures; Protocols; Peer Review; Cost Containment; Utilization Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPAA) and ACA Compliance programs specific to the medical operations of the MCYF.
- 1.14. MEDICAL RECORDS.** QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the DIRECTOR's policies and procedures. The medical records will be kept separate from the Juvenile's confinement record. A complete copy, or summary thereof, of the original applicable medical record will be available to accompany each Juvenile who is transferred from the FACILITY to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the DIRECTOR's policy with regard to access by juveniles and staff of the FACILITY to medical records. No information contained in the medical records will be released by QCHC except as provided by the DIRECTOR's policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the FACILITY. However, the COUNTY/FACILITY will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. Juvenile medical records will at all times be the property of the COUNTY/FACILITY and shall not be the property of QCHC. QCHC will make available to the DIRECTOR, unless otherwise specifically prohibited, at the DIRECTOR's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the Juveniles hereunder.
- 1.15. MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the FACILITY consistent with all applicable laws.
- 1.16. MEETINGS.** Upon request, QCHC representatives will meet, in accordance with a schedule agreed to by the DIRECTOR and QCHC, with the DIRECTOR or designee concerning procedures within the FACILITY, any proposed changes in health-related procedures, or other matters which either party deems necessary.
- 1.17. OFFICE SUPPLIES.** QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, printers, or other office-equipment located in the FACILITY's medical unit at the beginning of the term of this AGREEMENT.

- 1.18. OFF-SITE AND/OR SPECIALTY SERVICES.** When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for JUVENILES, in accordance with the DIRECTOR's policies and procedures. QCHC will not be financially responsible for any costs associated with any off-site care and/or SPECIALTY SERVICES.
- 1.19. CHRONIC CARE CLINICS.** QCHC will establish a plan for the identification, treatment, and monitoring of JUVENILES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those JUVENILES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of JUVENILES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these JUVENILES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the JUVENILE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable JUVENILES to have scheduled visits to QCHC independent of any sick call requests.
- 1.20. ON-SITE TESTING.** QCHC will provide for JUVENILES on-site laboratory testing, which shall include, but not be limited to, drug screens, finger-stick blood sugar and urine dipstick for pregnancy, sexually transmitted diseases, and/or other infection.
- 1.21. OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies for any JUVENILES.
- 1.22. OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any juvenile resident medical or healthcare services which are not specifically contained in this AGREEMENT.
- 1.23. PHARMACEUTICALS/MANAGEMENT OF MEDICATION.** QCHC will provide management, administration, and distribution of medication by Registered Nurses. QCHC shall provide all medications required for the provision of adequate medical service through use of a pharmacy vendor suitable to the MCYF. QCHC will also provide pharmaceutical management, distribution, and policies, and be financially responsible for all formulary and over-the-counter medications. QCHC shall not be responsible for the cost of any non-formulary medications. For the purpose of this paragraph, non-formulary medications shall mean: medications to treat diseases or complications of HIV/AIDS, Hepatitis, Cystic Fibrosis, Multiple Sclerosis, Muscular Dystrophy, Renal Failure, Hemophilia, Crohn's Disease, active Tuberculosis, or Cancer; pharmaceuticals listed as Biologicals and Transplant/Anti-Rejection drugs (as defined in the Physician Desk Reference), and Atypical Psychotropic medications. QCHC will separately bill the COUNTY for these non-formulary drugs separate and apart from the compensation set forth in Section 3 of this AGREEMENT.

- 1.24. **PROSTHETICS.** QCHC will not be responsible for providing prosthetics and/or prosthetic supplies.
- 1.25. **JUVENILES.** The health care services contracted in the AGREEMENT are intended only for those juvenile residents in the actual physical custody of the FACILITY, after being medically stabilized and committed to the juvenile detention center. No other person(s) shall be the financial responsibility of QCHC.
- 1.26. **POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the MCYF policies and procedures which are related to the provision of medical services as well as other policy and procedures of the FACILITY which may impact the provision of medical services, including policy and procedures, related to the safety and security of the FACILITY. Policy and procedures may change from time to time, if so, QCHC will be promptly notified and will operate within all policies, procedures, and modification thereof.
- 1.27. **BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** QCHC medical staff will not perform body cavity searches nor collect physical evidence (blood, hair, saliva).
- 1.28. **HEALTH EDUCATION.** QCHC will provide health education materials to detainees on medications taken and prescribed, dental hygiene information, STI's, substance abuse, and all medical appointments.

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE COUNTY

- 2.1 **JUVENILE INFORMATION.** The COUNTY will provide, as needed, information pertaining to juveniles that QCHC and the COUNTY mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the COUNTY.
- 2.2 **OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The COUNTY will provide adequate and sufficient exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff and exam space for sick calls and examinations.
- 2.3 **RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the COUNTY/DIRECTOR will provide QCHC, at QCHC's request, the FACILITY's records relating to the provision of healthcare services to juvenile residents as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the COUNTY/DIRECTOR will make available to QCHC such records as are maintained by the COUNTY/DIRECTOR, hospitals, and other off-site healthcare providers involved in the care or treatment of juvenile residents (to the extent the COUNTY/DIRECTOR has any control over those records). Any such information provided by the COUNTY/DIRECTOR to QCHC that the COUNTY/DIRECTOR considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the COUNTY. Notwithstanding any provision of this

AGREEMENT to the contrary, the COUNTY's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).

- 2.4 SECURITY.** The COUNTY will maintain responsibility for the physical security of the facility and the continuing security of the juvenile residents. QCHC and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of QCHC, as well as for the security of juvenile residents and staff, consistent with the correctional setting. The COUNTY will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. It is expressly understood by the COUNTY that the provision of security and safety is a necessary pre-condition of QCHC's obligation to provide services in a timely and proper fashion. To the extent that, in QCHC's sole discretion, the safety and security of QCHC personnel are compromised, QCHC may exercise its right to immediately suspend services, in accordance with the provisions of Section 4.3.1 of this AGREEMENT. The COUNTY may screen QCHC's proposed staff to ensure that they will not constitute a security risk. The COUNTY will have final approval of QCHC's employees regarding security/background clearance and access to the FACILITY.

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

- 3.1.1 MONTHLY PAYMENTS.** The COUNTY will make monthly payments of \$23,500.00, for the term of this AGREEMENT. QCHC will bill the COUNTY approximately two (2) weeks prior to the month in which services are to be rendered. The COUNTY agrees to pay QCHC within thirty (30) days of receipt of the QCHC invoice for the upcoming month.
- 3.1.2 INCREASES IN ADP.** This AGREEMENT is based on the assumption that the FACILITY will have an Average Daily Population ("ADP") of 52 INMATES/DETAINEES. If the ADP of the FACILITY exceeds 70 for a consecutive three-month period or if the number of intakes, sick call, or other demands on medical staff increase significantly, the parties agree to enter into good faith negotiations to evaluate the staffing needs at the facility and make such compensation adjustments as are reasonable and mutually agreeable.

ARTICLE 4: **TERM AND TERMINATION**

- 4.1. TERM.** The term of this AGREEMENT will be from November 1, 2019 at 12:01 A.M. through September 30, 2020 at 11:59 P.M.
- 4.2. RENEWALS.** At the end of the above-stated term, this AGREEMENT will be renewable for any number of subsequent one (1) year terms or fiscal year terms if mutually agreeable to both parties. On each such renewal, the annualized amount shall increase by the annual percentage increase in the Consumer Price Index ("CPI") for All Urban Consumers for Medical Care, as compiled by the U.S. Department of Labor, Bureau of Labor Statistics (series ID "CUUR0000SAM"), or five (5) percent, whichever is greater.

4.3. TERMINATION.

4.3.1. TERMINATION FOR CAUSE. In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice of the failure to comply and a ten (10) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination but will not pay any penalty. If the failure to comply pertains to Section 2.4 of the AGREEMENT ("Security"), QCHC may suspend its provision of services until the failure is cured, or until this AGREEMENT is terminated, whichever comes first.

4.3.2. TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving forty-five (45) days advance written notice to the other party.

ARTICLE 5: **GENERAL TERMS AND CONDITIONS**

5.1 AMENDMENTS. This AGREEMENT may be amended at any time only with the written consent of both parties.

5.2 ASSIGNMENT. QCHC will not assign in whole or in part this AGREEMENT, other than to an entity related or affiliated with QCHC (e.g., a "parent", "sibling," "subsidiary," or other related or affiliated entity with the same or substantially overlapping ownership and control group as QCHC), without the prior written consent of the COUNTY. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the COUNTY.

5.3. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The COUNTY and QCHC agree that they will not require performance of any QCHC or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.

5.4. COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.

5.5. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

5.6. EQUAL EMPLOYMENT OPPORTUNITY. QCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, or disability unrelated to a bona fide occupational qualification of the position.

5.7. EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental

agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

5.8. GOVERNING LAW. This AGREEMENT will be governed by the laws of the State of Alabama.

5.8.1. 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 QCHC, Inc.

5.9. HOLD HARMLESS.

5.9.1. QCHC will indemnify and hold harmless the COUNTY and its employees against any loss or damage caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors, which is directly related to medical treatment or care provided by QCHC pursuant to this AGREEMENT, and to provide a defense against any such claim, so long as such claim is timely tendered to QCHC for indemnification and defense.

5.9.2. QCHC will not be responsible for any claims arising from actions of the COUNTY, or any employee or agent of the COUNTY or juvenile detention facility who prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.

5.9.3. QCHC will not be responsible for claims arising from negligence on the part of the COUNTY, or any employee or agent of the COUNTY or juvenile detention facility in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.

5.10. INDEPENDENT CONTRACTOR. It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY. The employees of the COUNTY are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.11. INSURANCE. QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.11.1. Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

5.11.2. Professional Liability Insurance with limits per claim of Three Million Dollars (\$3,000,000) and an annual aggregate of Five Million Dollars (\$5,000,000).

5.11.3. Workers' Compensation Insurance that meets the requirements of Alabama state law and which covers all QCHC employees working in the FACILITY.

5.12. CERTIFICATE OF INSURANCE. QCHC agrees to name the COUNTY as an additional insured under the insurance policies listed in Section 5.11, and, upon request, to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and policy limits.

5.13. NOTICES. All notices to the COUNTY will be addressed to:

Montgomery County Commission
Attn: County Administrator
P.O. Box 1667
Montgomery, Alabama 36102

All notices to QCHC will be addressed to:

Quality Correctional Health Care
Attn: Johnny Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

5.14. OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to Juveniles at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.15. SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.16. WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

MONTGOMERY COUNTY COMMISSION

[x] _____
By:

Its:

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned Notary Public in and for said Montgomery County Commission, hereby certify that _____ whose name as _____, is signed to the foregoing Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Agreement, executed the same voluntarily for and as the act of said Montgomery County Commission, on the day the same bears date.

Given under my hand this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

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QCHC OF ALABAMA, INC.

[x]_____

By: Johnny E. Bates

Its: President & Chief Executive Officer

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned Notary Public in and for said County and State, hereby certify that Johnny E. Bates, whose name as President & Chief Executive Officer of QCHC OF ALABAMA, Inc., an Alabama corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Agreement, executed the same voluntarily for and as the act of said QCHC OF ALABAMA, Inc., on the day the same bears date.

Given under my hand this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

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APPENDIX A
STAFFING PLAN

12-hour coverage, 7 days per week with Registered Nurses

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Registered Nurse Coverage	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.
Provider Visit	Two visits per week						

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Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t 334 265 8573 f 334 264 7945

MEMORANDUM

October 2, 2019

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with QCHC, Inc., regarding Health Services for the
Montgomery County Youth Facility

TTG

I have reviewed your memorandum dated October 2, 2019, regarding an Agreement for the Provision of Health Services for the Montgomery County Youth Facility. Section 5.8 and 5.9 contains the County's Dispute Resolution and Hold Harmless Clause.

The Agreement is acceptable as is and will be binding on all parties upon execution.

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

50051-317

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

October 2, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with QCHC, Inc., regarding Health Services for the
Montgomery County Youth Facility

Attached is an Agreement for the Provision of Health Services for the Montgomery County Youth Facility. Please note that Section 5.8 and 5.9 contains the County's Dispute Resolution and Hold Harmless Clause.

Please review and issue an opinion by Noon, Thursday, October 3, 2019, as to whether the Agreement is acceptable.

As always, thank you for your assistance.

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

11-17

OCT - 7 2019

Small 2. Wm	10/7/19
Administrator	Date

OCT - 7 2019

Donald L. Morris 10/7/19
Administrator Date

AGENDA

OCT - 7 2019

14-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 10/7/19 - CODE: 001-59320.450											
Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL	TOTAL
Starting Balance			0	194,267	89,000	3,300	65,691	48,360	11,330	411,948	
DR-C-2020-1	That's My Child Youth Organization	Program Services							6,000	6,000	
DR-NC-2020-1	County IT Infrastructure	Security Camera Upgrades at the County Courthouse		26,000							26,000
		Total Appropriations 10/7/19	0	26,000	0	0	0	0	6,000	32,000	
		APPROPRIATED BUDGET BALANCE	0	168,267	89,000	3,300	65,691	48,360	5,330	379,948	
		<i>Small 2 Man</i> 10/7/19									
	Administrator	Date									

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Khristie Davis, Buyer

DATE: September 12, 2019

RE: Invitation to Bid No. 53000-19B-027
Concrete Pipe

Request approval of award on the above referenced Invitation to Bid to Foley Products Company for Concrete Pipe, Class III and Class IV in the amount of \$9,503.14, based on unit pricing; Alabama Pipe and Supply Company, Inc., 3:1 Bevel Cut Pairs and the Polyethylene Life Hole Plugs ("Popits") in the amount of \$3,833.00, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer.

Attachment

CONCRETE PIPE BID ANALYSIS

9/10/2019

		Foley	AL Pipe & Supply		Foley	AL Pipe & Supply		Foley	AL Pipe & Supply
Size Round (in.)		CL III Round	CL III Round		CL IV Round	CL IV Round		3:1 Bevel Round	3:1 Bevel Round
12		\$ 14.55	\$ 14.55		\$ 15.70	\$ 15.70		\$ -	\$ -
15		\$ 14.55	\$ 15.58		\$ 15.70	\$ 17.92		\$ 370.00	\$ 370.00
18		\$ 16.80	\$ 18.35		\$ 18.15	\$ 21.10		\$ 387.00	\$ 387.00
24		\$ 24.75	\$ 25.47		\$ 26.82	\$ 29.29		\$ 497.00	\$ 497.00
30		\$ 35.50	\$ 38.70		\$ 38.52	\$ 48.38		\$ 525.00	\$ 525.00
36		\$ 46.60	\$ 51.50		\$ 50.46	\$ 64.38		\$ 575.00	\$ 575.00
42		\$ 59.80	\$ 70.50		\$ 64.83	\$ 88.13		\$ -	\$ -
48		\$ 82.40	\$ 93.90		\$ 88.93	\$ 117.38		\$ -	\$ -
54		\$ 107.00	\$ 107.00		\$ 115.03	\$ 115.03		\$ -	\$ -
60		\$ 136.10	\$ 141.72		\$ 147.43	\$ 184.24		\$ -	\$ -
66		\$ 196.50	\$ 196.50		\$ 221.62	\$ 221.62		\$ -	\$ -
72		\$ 181.00	\$ 214.68		\$ 194.58	\$ 279.08		\$ -	\$ -
78		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
84		\$ 312.50	\$ 312.50		\$ 352.44	\$ 352.44		\$ -	\$ -
96		\$ 417.00	\$ 393.04		\$ 491.85	\$ 510.95		\$ -	\$ -
SUBTOTAL		\$ 1,645.05	\$ 1,693.99		\$ 1,842.06	\$ 2,065.64		\$ 2,354.00	\$ 2,354.00
		Foley	AL Pipe & Supply		Foley	AL Pipe & Supply		Foley	AL Pipe & Supply
Size Arch (in.)	Round Equiv.	CL III Arch	CL III Arch		CL IV Arch	CL IV Arch		3:1 Bevel Arch	3:1 Bevel Arch
18X11	15	\$ 23.00	\$ 25.15		\$ 24.50	\$ 28.92		\$ 456.00	\$ 456.00
22X13.50	18	\$ 26.40	\$ 27.07		\$ 28.20	\$ 31.13		\$ 501.00	\$ 501.00
28.5x18	24	\$ 37.40	\$ 38.57		\$ 39.96	\$ 44.36		\$ 522.00	\$ 522.00
36.25x22.50	30	\$ 53.10	\$ 51.86		\$ 56.70	\$ 64.83		\$ -	\$ -
43.75X26.63	36	\$ 70.65	\$ 69.73		\$ 74.44	\$ 87.16		\$ -	\$ -
51.12X31.31	42	\$ 96.10	\$ 98.90		\$ 102.36	\$ 109.88		\$ -	\$ -
58.50X36	48	\$ 123.90	\$ 114.55		\$ 131.66	\$ 143.19		\$ -	\$ -
65X40	54	\$ 141.45	\$ 133.93		\$ 150.68	\$ 150.68		\$ -	\$ -
73X45	60	\$ 177.60	\$ 166.93		\$ 188.70	\$ 188.70		\$ -	\$ -
88X54	72	\$ 228.75	\$ 228.75		\$ 242.48	\$ 242.48		\$ -	\$ -
102X62	84	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
SUBTOTAL		\$ 978.35	\$ 955.44		\$ 1,039.68	\$ 1,091.33		\$ 1,479.00	\$ 1,479.00
"Popit" Lift Hole Plugs		\$ 165.00	\$ 2.00						
Note: Shaded cells indicate "No Bid" items									
BID SUMMARY		Foley	AL Pipe & Supply						
Round CL III		\$ 1,645.05	\$ 1,693.99						
Round CL IV		\$ 1,842.06	\$ 2,065.64						
Arch CL III		\$ 978.35	\$ 955.44						
Arch CL IV		\$ 1,039.68	\$ 1,091.33						
Round 3:1 Bevel		\$ 2,354.00	\$ 2,354.00						
Arch 3:1 Bevel		\$ 1,479.00	\$ 1,479.00						
"Popits"		\$ 165.00	\$ 2.00						
TOAL		\$ 9,503.14	\$ 9,641.40		Low Bidder is Foley Products Company at \$9,503.14				

152

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1			BID # 2			BID # 3			BID # 4		
INVITATION TO BID NO: 53000-19B-027				Foley Products Company P.O. Box 2447 Columbus, GA 31902 bhowell@foleyproducts.com Ph. No. 706-563-7882 Fax No. 706-568-4452			Alabama Pipe & Supply Company, Inc. 5721 Highway 80 West Theodore, AL 36582 bill@alabamapipe.com Ph. No. 251-653-1399 Fax No. 251-653-1279								
DATE ISSUED: August 13, 2019															
DATE OPENED: August 27, 2019															
REQUESTING DEPARTMENT: Engineering Department															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair
	Size	Arch Equiv. to Round													
1	12"		1	\$ 14.55	\$ 15.70	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
2	15"		1	\$ 14.55	\$ 15.70	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3	18"		1	\$ 16.80	\$ 18.15	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4	24"		1	\$ 24.75	\$ 26.82	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5	30"		1	\$ 35.50	\$ 38.52	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
6	36"		1	\$ 46.60	\$ 50.46	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7	42"		1	\$ 59.80	\$ 64.83	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
8	48"		1	\$ 82.40	\$ 88.93	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
9	54"		1	\$ 107.00	\$ 115.03	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
10	60"		1	\$ 136.10	\$ 147.43	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
11	66"		1	\$ 196.50	\$ 221.62	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
12	72"		1	\$ 181.00	\$ 194.58	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
13	78"		1	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
14	84"		1	\$ 312.50	\$ 352.44	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
15	96"		1	\$ 417.00	\$ 491.85	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
16	18" x 11"	15"	1	\$ 23.00	\$ 24.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
17	22" x 13-1/2"	18"	1	\$ 26.40	\$ 28.20	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
CONTINUED															

Notes:

Bidder No. 1 Foley Products \$35.00 Fuel Surcharge per Load. Loads less than 15 tons will incur minimum load fee of \$150.00. **C-Wall on Size 66", 84" & 96"
 Bidder No. 2 Alabama Pipe & Supply - all prices are based on shipping full truckloads.

15.3

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID #1			BID #2			BID #3			BID #4		
INVITATION TO BID NO: 53000-19B-027				Foley Products Company P.O. Box 2447 Columbus, GA 31902 bhowell@foleyproducts.com Ph. No. 706-563-7882 Fax No. 706-569-4452			Alabama Pipe & Supply Company, Inc. 5721 Highway 90 West Theodore, AL 36582 bill@alabamapipe.com Ph. No. 251-653-1399 Fax No. 251-653-1279								
DATE ISSUED: August 13, 2019															
DATE OPENED: August 27, 2019															
REQUESTING DEPARTMENT: Engineering Department															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Arch Equiv. to Round	Units	QTY	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot
18	28-1/2" x 18"	24"		1	\$ 37.40	\$ 39.96	NO BID	\$ 38.57	\$ 44.36	\$ 522.00					
19	36-1/4" x 22 1/2"	30"		1	\$ 53.10	\$ 56.70	NO BID	\$ 51.86	\$ 64.83	NO BID					
20	43-3/4" x 26-5/8"	36"		1	\$ 70.65	\$ 74.44	NO BID	\$ 69.73	\$ 87.16	NO BID					
21	51-1/8" x 31-5/16"	42"		1	\$ 96.10	\$ 102.36	NO BID	\$ 87.90	\$ 109.88	NO BID					
22	58-1/2" x 36"	48"		1	\$ 123.90	\$ 131.66	NO BID	\$ 114.55	\$ 143.19	NO BID					
23	65" x 40"	54"		1	\$ 141.45	\$ 150.68	NO BID	\$ 133.93	NO BID	NO BID					
24	73" x 45"	60"		1	\$ 177.60	\$ 188.70	NO BID	\$ 166.93	NO BID	NO BID					
25	88" x 54"	72"		1	\$ 228.75	\$ 242.48	NO BID	NO BID	NO BID	NO BID					
26	102" x 62"	84"		1	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID					
27	Polyethylene Lift Hole Plugs ("Popits") or Approved Equal 75/Bx		box	1	\$ 165.00			\$ 2.00							
	16 Bids Emailed														
TOTAL					\$2,788.40	\$2,881.74	\$ -	\$1,781.13	\$1,870.32	\$3,833.00					

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 7th day of October 2019, between Foley Products Company, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Foley Products Company owns and operates a business and agrees to furnish Concrete Pipe, Class III and Class IV for Montgomery County Commission, Engineering Department, as needed, in accordance with all provisions of Invitation to Bid No. 53000-19B-027, as issued by the Montgomery County Commission on August 13, 2019 (hereinafter referred to as the Invitation to Bid) a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Foley Products Company and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 7, 2019 and ending October 6, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Foley Products Company upon request by Montgomery County Commission.
4. That Montgomery County Commission or Foley Products Company may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Foley Products Company shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Foley Products Company agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Foley Products Company, death or damages to property and

without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Foley Products Company agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Foley Products Company also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of October 2019.

WITNESS:

FOLEY PRODUCTS COMPANY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 7th day of October 2019, between Alabama Pipe and Supply Company, Inc., Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Alabama Pipe and Supply Company, Inc. owns and operates a business and agrees to furnish Concrete Pipe, 3:1 Bevel Cut Pairs and Polyethylene Lift Hole Plus (Popits) for Montgomery County Commission, Engineering Department, as needed, in accordance with all provisions of Invitation to Bid No. 53000-19B-027, as issued by the Montgomery County Commission on August 13, 2019 (hereinafter referred to as the Invitation to Bid) a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Alabama Pipe and Supply Company, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 7, 2019 and ending October 6, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Alabama Pipe and Supply Company, Inc. upon request by Montgomery County Commission.
4. That Montgomery County Commission or Alabama Pipe and Supply Company, Inc. may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Alabama Pipe and Supply Company, Inc. shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Alabama Pipe and Supply Company, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs,

legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Alabama Pipe and Supply Company, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Alabama Pipe and Supply Company, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Alabama Pipe and Supply Company, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Alabama Pipe and Supply Company, Inc..
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of October 2019.

WITNESS:

ALABAMA PIPE AND SUPPLY COMPANY, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Khristie Davis, Buyer *RD*

DATE: September 10, 2019

RE: Invitation to Bid No. 52603-19B-030
Milk and Juice Products

Request approval of award on the above referenced Invitation to Bid to the only bidder, Borden Dairy of Alabama in the amount of \$64.50, based on unit pricing for milk and juice products, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Brandi Alexander, Juvenile Detention Director.

Attachment

Memo

To: Khristie Davis, Buyer
From: Brandi K. Alexander, Juvenile Detention Director
cc: Tammy Turner, Buyer II
Date: 9/10/2019
Re: Bid No. 52603-19B-0307

The Montgomery County Juvenile Detention Facility would like to accept the bid from Borden as our supplier for milk and juice. Border is the only bidder. Thank you.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:													
INVITATION TO BID NO: 52603-19B-030													
DATE ISSUED: August 22, 2019													
DATE OPENED: September 10, 2019													
REQUESTING DEPARTMENT: Youth Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Milk, 1% Low Fat, White Pasteurized	ea.	50	\$0.30	\$15.00	NO BID	NO BID						
	Grade A, Vitamin A, and Vitamin D												
	8 oz. Container												
2	Milk, Fat Free Flavored, Chocolate Pasteurized	ea.	50	\$0.30	\$15.00	NO BID	NO BID						
	Grade A, Vitamin A, and Vitamin D												
	8 oz. Container												
3	Milk, Fat Free Flavored, Strawberry Pasteurized	ea.	50	\$0.30	\$15.00	NO BID	NO BID						
	Grade A, Vitamin A, and Vitamin D												
	8 oz. Container												
4	Juice, Orange Grade A	ea.	50	\$0.39	\$19.50	NO BID	NO BID						
	Unsweetened, 100% Pure												
	8 oz. Container												
	38 Bids Emailed												
TOTAL BID AMOUNTS					\$64.50								

Notes:

16-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 7th day of October 2019, between Borden Dairy of Alabama, Cowarts, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Borden Dairy of Alabama owns and operates a business and agrees to furnish Milk and Juice Products for Montgomery County Commission, Youth Facility , as needed, in accordance with all provisions of Invitation to Bid No. 52603-19B-030, as issued by the Montgomery County Commission on August 22, 2019 (hereinafter referred to as the Invitation to Bid) a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Borden Dairy of Alabama and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 7, 2019 and ending October 6, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Company upon request by Montgomery County Commission.
4. That Montgomery County Commission or Borden Dairy of Alabama may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Borden Dairy of Alabama shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Borden Dairy of Alabama agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Borden Dairy of Alabama, death or damages to property and

without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Borden Dairy of Alabama agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Borden Dairy of Alabama also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of October 2019.

WITNESS:

BORDEN DAIRY OF ALABAMA

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



MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
SHERRILL R. THOMAS, CPA
FINANCE DIRECTOR

334.832.1230
TDD 334.265.3568
FAX 334.832.2533

AGENDA

OCT - 7 2019

Memorandum

To: Donald L. Mims, County Administrator

From: Sherrill R. Thomas, Finance Director

Date: 9/9/2019

Re: Hiring Payroll and Benefits Assistant

The Finance Department has a vacancy for the Payroll and Benefits Assistant and has selected a candidate to fill the position. This position processes payroll for the County and serves as the assistant to the County Payroll and Benefits Manager.

The candidate has experience and education beyond the minimum qualifications of the position and has performed many of the payroll and benefits administration duties required of the County position while serving as a Personnel Assistant/Payroll Clerk with the State of Alabama.

Based on the education and experience, I am asking for approval to hire the Payroll and Benefits Assistant at Pay Grade A4, Step 3 (\$30,795). This is a salary increase of \$2,030, for a total annual cost of \$2,436 with benefits. The 2020 Finance Department position budget includes funds to cover this cost.

17-1

POSITION FILL REQUEST- UNBUDGETED

AGENDA

OCT - 7 2019

DEPARTMENT: Engineering District II
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Ron Betts

POSITION INFORMATION:

Position Title County Road Equipment Operator I
 Position Number 620551016
 Pay Grade S04-1 Pay Range \$26,096 - \$38,992
 Proposed Effective Date September 23, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The Engineering Department currently has one County Road Equipment Operator out on Worker's Compensation and another one out with injuries sustained in an accident. We are asking to add an additional position to cover the workload. Through attrition, the position will be unallocated in the future.

George Speake
 Department Head

Date September 4, 2019

FINANCIAL IMPACT:

The estimated annual cost of the position including benefits is \$39,900. The FY 2019 budget effect will be minimal. The 2020 budget can be adjusted as needed to cover the actual expense.

Sherrill Thomas
 Finance Director

Date 9/5/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT - 7 2019

DEPARTMENT: Community Corrections
DEPARTMENT HEAD: Phil Bryant, Executive Director
SUPERVISOR: Phil Bryant, Executive Director

POSITION INFORMATION:

Position Title Community Corrections Assistant Director
Position Number 300363015
Pay Grade A10 Pay Range 56,189-83,951
Proposed Effective Date 10-21-2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Phil Bryant Date 9-19-2019
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 09/19/2019
Employee Benefit Manager

Sherrill Thomas Date 9/24/2019
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT - 7 2019

DEPARTMENT: Community Corrections
 DEPARTMENT HEAD: Phil Bryant, Executive Director
 SUPERVISOR: Phil Bryant, Executive Director

POSITION INFORMATION:

Position Title Community Corrections Officer
 Position Number 300359002
 Pay Grade A06 Pay Range 36,284-54,214
 Proposed Effective Date 10-21-2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Phil Bryant Date 9-19-2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 09/19/2019
 Employee Benefit Manager

Sherrill Thomas Date 9/24/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT - 7 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Corporal
Position Number 500425009 (Replace of M Jackson)
Pay Grade PC2 Pay Range \$35,097-\$52,440
Proposed Effective Date October 8, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 09/16/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/16/2019

Sherrill Thomas

Finance Director

Date 9/16/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Lloria James

POSITION INFORMATION:

Position Title Legal Support Assistant
 Position Number 408020017
 Pay Grade A05 Pay Range \$32,318 - \$48,286
 Proposed Effective Date October 15, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey
 Department Head

Date 09/17/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 09/18/2019

Sherrill Thomas
 Finance Director

Date 9/18/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT - 7 2019

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Duane Johnson

POSITION INFORMATION:

Position Title Pre-Trial Interviewer
 Position Number 428075004
 Pay Grade A06 Pay Range \$36,284 - \$54,214
 Proposed Effective Date October 15, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey
 Department Head

Date 09/17/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 09/18/2019

Sherrill Thomas
 Finance Director

Date 9/18/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT - 7 2019

DEPARTMENT: Personnel
DEPARTMENT HEAD: Carmen Douglas
SUPERVISOR: Mark Willis, Robbie Estes

POSITION INFORMATION:

Position Title Personnel Analyst
Position Number 700187006
Pay Grade A09 Pay Range (\$50,627- \$75,642)
Proposed Effective Date 10/14/2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Carmen Douglas Date 10/01/2019
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/01/2019
Employee Benefit Manager

Sherrill Thomas Date 10/02/20169
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

AGENDA

DEPARTMENT:	Personnel
DEPARTMENT HEAD:	Carmen Douglas
SUPERVISOR:	Mark Willis, Robbie Estes

Position Title	Personnel Analyst	
Position Number	700187007	
Pay Grade	A09	Pay Range (\$50,627- \$75,642)
Proposed Effective Date	10/14/2019	
Type of Hire	(☐) New	(☒) Promotional
Type of Appointment	(☒) Permanent	(☐) Temporary

Carmen Douglas

Department Head

Date 10/01/2019

Lisa Herring
Employee Benefit Manager

Date 10/01/2019

Sherrill Thomas
Finance Director

Date 10/02/2019

County Administrator

Date _____

OCT - 7 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Allyson Holland

SUPERVISOR: Shundra Brown

POSITION INFORMATION:

Position Title Revenue Branch Supervisor

Position Number TBD

Pay Grade A07 Pay Range \$40,664 - \$60,755

Proposed Effective Date 11/4/2019

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Allyson Holland Date 10/2/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Sherrill Thomas Date 10/2/2019

Employee Benefit Manager

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

OCT - 7 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal

Position Number 550429109 (replace D. Talley)

Pay Grade PS2 Pay Range 45,754-54,816

Proposed Effective Date October 21, 2019

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 09/25/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 09/25/2019

Employee Benefit Manager

Sherrill Thomas Date 9/25/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT - 7 2019

Date: September 17, 2019
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Birmingham, Alabama
Departure Date: October 22, 2019 Return Date: October 22, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Tyler Technologies Regional User Group Meeting

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: \$106.72 Advance Registration Required: \$0.00

Department Name: Finance Fund Name: General

Additional Comments: Mileage \$106.72

To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$106.72 and advance registration of \$0.00 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>\$0.00</u>
Budget Available:	<u>\$3,000.00</u>
Current Requests:	<u>\$106.72</u>
Budget Balance:	<u>\$2,893.28</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/17/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA
OCT - 7 2019

Date: September 18, 2019
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: December 4, 2019 Return Date: December 5, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend Auburn University Accounting & Tax Training Seminar
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: \$250.00 Advance Registration Required: \$250.00

Department Name: Finance Fund Name: General

Additional Comments: _____

To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 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>\$0.00</u>
Budget Available:	<u>\$3,000.00</u>
Current Requests:	<u>\$356.72</u>
Budget Balance:	<u>\$2,643.28</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/18/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT - 7 2019

Date: September 25, 2019
To: Donald L. Mims, Administrator
From: Daryl D. Bailey, District Attorney
Re: Approval for the following travel:

Destination: Point Clear, AL
Departure Date: November 22, 2019 Return Date: November 26, 2019
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend the ADAA 2019 Fall Extended Business Session

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,670.00 Advance Registration Required: \$425.00
Department Name: District Attorney Fund Name: 001-51261.265
Additional Comments: DA Bailey requests the option of either vehicle.

To: Daryl D. Bailey, District Attorney
From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,670.00 and advance registration of \$425.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51261.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$4,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$4,000.00</u>
Current Requests:	<u>\$1,670.00</u>
Budget Balance:	<u>\$2,330.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/25/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT - 7 2019

Date: September 24, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Norfolk, Va
Departure Date: November 10, 2019 Return Date: November 15, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend Southeastern Homicide Investigators Conference

Traveler (s) Name: 1. Robbie Whitmore 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,200.00 Advance Registration Required: \$400.00

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. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,200.00 and advance registration of \$400.00 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>\$4,845.00</u>	
Budget Available:	<u>\$35,155.00</u>	
Current Requests:	<u>\$2,200.00</u>	
Budget Balance:	<u>\$32,955.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/25/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT - 7 2019

Date: 9/25/19
To: Donald L. Mims, Administrator
From: Colonel Sonja Pritchett
Re: Approval for the following travel:

Destination: Fayetteville, GA
Departure Date: November 17, 2019 Return Date: November 20, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: AJA Objective Jail Classification Basics

Traveler (s) Name: 1. Sonja Pritchett 4. _____
2. Tamalieta Thrasher 5. _____
3. Nicole Owens 6. _____

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

Total (est.) Cost: \$4,500.00 Advance Registration Required: \$1,435.00
Department Name: Detention Facility Fund Name: 001-52200.265

Additional Comments: _____

To: Colonel Sonja Pritchett
From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$4,500.00 and advance registration of \$1,435.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-52200.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$4,785.00</u>
Budget Available:	<u>\$25,215.00</u>
Current Requests:	<u>\$4,500.00</u>
Budget Balance:	<u>\$20,715.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/25/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT - 7 2019

Date: 9/16/2019
To: Donald L. Mims, Administrator
From: Holly Leverette, Director of RM
Re: Approval for the following travel:

Destination: Birmingham, Alabama
Departure Date: November 7, 2019 Return Date: November 7, 2019
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Attend the State of Alabama Workers Compensation Certification Seminar

Traveler (s) Name: 1. Holly Leverette 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$236.72 Advance Registration Required: _____

Department Name: Risk Management Fund Name: Liability

Additional Comments: _____

To: Holly Leverette, Director of RM

From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$236.72 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$12,000.00</u>
Approved Requests:	<u>\$630.00</u>
Budget Available:	<u>\$11,370.00</u>
Current Requests:	<u>\$236.72</u>
Budget Balance:	<u>\$11,133.28</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/17/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

OCT - 7 2019

Date: 09/16/2019
To: Donald L. Mims, Administrator
From: Holly Leverette, Director of RM
Re: Approval for the following travel:

Destination: Montgomery, Alabama - Embassy Suites
Departure Date: 10/17/2019 Return Date: 10/17/2019
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Attend the Public Employee's Safety Council of Alabama Conference

Traveler (s) Name: 1. Holly Leverette 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$80.00 Advance Registration Required: \$80.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: _____

To: Holly Leverette, Director of RM

From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$80.00 and advance registration of \$80.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$12,000.00</u>
Approved Requests:	<u>\$630.00</u>
Budget Available:	<u>\$11,370.00</u>
Current Requests:	<u>\$316.72</u>
Budget Balance:	<u>\$11,053.28</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/17/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 1

AGENDA

OCT - 7 2019

Date: 10/1/2019
To: Donald L. Mims, Administrator
From: George Speake
Re: Approval for the following travel:

Destination: Auburn, Alabama
Departure Date: December 4, 2019 Return Date: December 5, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend ACCA Legislative Conference

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

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$125.00

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

Additional Comments: _____

To: George Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$125.00 is authorized.

<i>To be completed by the Finance Department</i>	
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>\$800.00</u>
Budget Available:	<u>\$18,200.00</u>
Current Requests:	<u>\$125.00</u>
Budget Balance:	<u>\$18,075.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/1/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 1

AGENDA

OCT - 7 2019

Date: October 1, 2019
To: Donald L. Mims, Administrator
From: Carmen Douglas
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: October 16, 2019 Return Date: October 16, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ASU 2019 Fall Internship/Career Fair

Traveler (s) Name: 1. Monica Caudle 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: Registration - \$150.00

To: Carmen Douglas, Personnel Director
From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961.190</u>	(ex: 000-00000-000)
Description:	<u>Recruiting</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$5,000.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$4,850.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/2/2019

cc: Finance Director / Buyer

25-9

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT - 7 2019

Date: September 26, 2019
To: Donald L. Mims, Administrator
From: Phil Bryant-Executive Director
Re: Approval for the following travel:

Destination: 27200 Perdido Beach Blvd, Orange Beach, AL 36561
Departure Date: October 29, 2019 Return Date: November 1, 2019
Conference Leave (Days / Hours): 4 days
Purpose of Travel: To attend 2019 Court Referral/Community Corrections/Drug Courts
Joint Conference & Annual In-Services

Traveler (s) Name: 1. Phil Bryant 4. _____
2. Shonda Williams 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$400.00
Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Phil Bryant, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,400.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$7,400.00</u>	
Current Requests:	<u>\$2,000.00</u>	
Budget Balance:	<u>\$5,400.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/27/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

OCT - 7 2019

Date: September 30, 2019
To: Donald L. Mims, Administrator
From: Phill Bryant - Executive Director
Re: Approval for the following travel:

Destination: 2601 Carson Road Birmingham AL 35215
Departure Date: October 17, 2019 Return Date: October 18, 2019
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend the NCIC Class at Jefferson State College

Traveler (s) Name: 1. Jeffery Watts 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: Meals and Fuel

To: Phil Bryant, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 10/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,400.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$7,400.00</u>	
Current Requests:	<u>\$2,200.00</u>	
Budget Balance:	<u>\$5,200.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/30/2019

cc: Finance Director / Buyer



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

OCT - 7 2019

Kevin J. Murphy
CHIEF DEPUTY

To: Donald Mims, County Administrator

From: Derrick Cunningham, Sheriff

Date: September 26, 2019

Re: Contract 52200-19B-010
Inmate Food Services

Due to construction at the Montgomery County Detention Facility, Kellwell Food Management the company that provides inmate food services is requesting an increase in price. Per the Invitation to Bid for inmate food services, we are paying vendor for **Option 3: Price per Meal** includes Inmate Labor to be used only for general sanitation and cleaning of kitchen and receipt and storage of all kitchen deliveries. Due to vendor providing food services from Annex I with no inmate labor, I'm requesting that vendor be paid for **Option 1: Price per meal includes no inmate labor** effective September 5, 2019 until the construction of the Jail kitchen is complete and in full operation.

If I can be of further assistance, please contact me.

DC/ms

Attachment

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

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.765.0990

www.montgomerysheriff.com

26-1



September 25, 2019

Montgomery County Detention Facility
250 S. McDonough
Montgomery AL 36104-4219

Ref: Pricing

To whom it may concern:

This letter is to confirm why the pricing has changed at your Facility.

Kellwell bid on the Montgomery County Detention Facility with 3 options for pricing.
The following Options are:

1. Option 1 - Price per Meal includes NO INMATE LABOR.
2. Option 2 - Price per meal includes Inmate Labor to be used for the preparation of food, general sanitation and cleaning of the kitchen, and receipt and storage of all kitchen deliveries
3. Option 3- Price per Meal includes Inmate Labor to be used only for the general sanitation and cleaning of kitchen and receipt and storage of all kitchen deliveries.

Date of 9/4/19 you were being charged for option 3 of the contract. Starting 9/5/19 when Kellwell lost the use of inmate labor, (per contract) Kellwell reverted to option 1.

By not having inmate labor Kellwell had to hire additional civilian staff, purchase additional paper products and additional supplies to produce the required meals.

Once the operation in the kitchen at the Montgomery County Facility is back to normal use, and Kellwell is offered Inmate Labor the pricing will revert back to option 3.

Thank You,

Joe Broadwell

Joseph Broadwell
Kellwell Food Management

P.O. Box Z - Beattyville, Kentucky 41311 Phone (606) 464-9596 Fax (606)464-0990

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

Amendment
To
Contract: 52200-19B-010
Inmate Food Services

Amendment No. 1

Contract with Kellwell Food Management, Inc. for inmate food services is hereby amended as follows. Montgomery County Commission chooses to convert to option 1 on the current contract. Once the operation in the kitchen at the Montgomery County Detention Facility is back to normal use and Kellwell Food Management, Inc. is offered Inmate Labor, the pricing will revert back to option 3.

All other provisions of the contract remain the same.

WITNESS:

Kellwell Food Management, Inc.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52200-19B-010

THIS CONTRACTUAL AGREEMENT made and entered into on the 4th day of March 2019, by and between Kellwell Food Management, Inc. of Beattyville, Kentucky and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Kellwell Food Management, Inc. agrees to furnish Inmate Food Services for the Montgomery County Detention Facility in accordance with all the provisions of Invitation to Bid No.52200-19B-010 as issued by the Montgomery County Commission on December 6, 2018, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, Kellwell Food Management, Inc. submitted its Bid Proposal in response to the Invitation to Bid, a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Kellwell Food Management, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid and the Bid Proposal are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning March 4, 2019 and ending March 3, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid shall remain firm for the one (1) year period.
3. That the contract will be for option 3 of the invitation to bid; however, Montgomery County Commission reserves the right to elect any option at any time during the term of the contract period.
4. That Kellwell Food Management will provide a specialty meal program at no cost to Montgomery County and 30% commission will be paid to Montgomery County on a monthly basis; however, Montgomery County Commission reserves the right to add or delete the program at any time during the contract period.

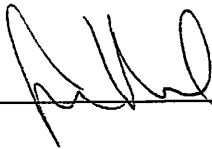
5. That Montgomery County Commission and Kellwell Food Management, Inc. may terminate this agreement with a sixty (60) day written notice by either party.
6. That Kellwell Food Management, Inc. shall furnish all management, labor, food, materials and supplies, as well as kitchenware, utensils, etc., necessary to provide for the Montgomery County Detention Facility inmates, including special diets, seven days a week.
7. That Kellwell Food Management, Inc. shall provide three full nutritionally balanced meals (hot breakfast, hot or cold lunch and a hot dinner) each day at regularly scheduled times based on menus contained in the Bid Proposal. Any menu changes shall require the consent of both parties.
8. The Sheriff, or his designee, shall act as the agent of the Montgomery County Detention Facility for the purpose of serving as the Detention Facility's contact person for Kellwell Food Management, Inc., overseeing performance and completion of the contract pursuant to its terms. The Sheriff, or his designee, shall receive, review and process billing from Kellwell Food Management, Inc. and conduct periodic inspections of the food service area and review menus.
9. That Kellwell Food Management, Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
10. Kellwell Food Management, Inc. shall agree to indemnify and hold harmless Montgomery County, its agents, servants and employees for any and all claims, actions, lawsuits, damages, judgment or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of food services provided by Kellwell Food Management, Inc, it being the express understanding of the parties hereto that Kellwell Food Management, Inc. shall provide the actual food service program. Montgomery County shall promptly notify Kellwell Food Management, Inc. of any incident, claim or lawsuit of which Montgomery County becomes aware and shall fully cooperate in the defense of such claim, but Kellwell Food Management, Inc. shall retain sole control of the defense while their action is pending, to the extent allowed by law.
11. 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 Kellwell Food Management, Inc.

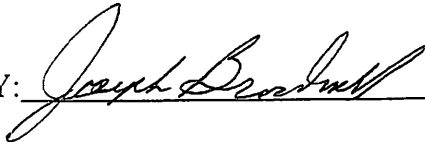
12. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 22nd day of January 2019.

WITNESS:

KELLWELL FOOD MANAGEMENT, INC.



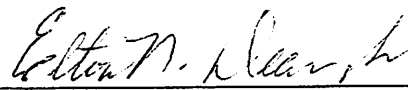
BY: 

TITLE: President

WITNESS:

MONTGOMERY COUNTY COMMISSION



BY: 

TITLE: Chairman

PRICING SHEET MUST BE SUBMITTED WITH BID

PRICING SHEET

Population	Option 1 Price Per Meal includes NO INMATE LABOR	Option 2 Price per Meal includes Inmate Labor to be used for the preparation of food, general sanitation and cleaning of kitchen, and receipt and storage of all kitchen deliveries	Option 3 Price per Meal includes Inmate Labor to be used only for the general sanitation and cleaning of kitchen and receipt and storage of all kitchen deliveries
500-549	\$ 2.079	\$ 1.217	\$ 1.363
550-599	\$ 1.973	\$ 1.152	\$ 1.277
600-649	\$ 1.870	\$ 1.112	\$ 1.228
650-699	\$ 1.775	\$ 1.079	\$ 1.186
700-749	\$ 1.698	\$ 1.051	\$ 1.151
750-799	\$ 1.631	\$ 1.034	\$ 1.120
800-849	\$ 1.571	\$ 1.012	\$ 1.093
850-899	\$ 1.519	\$.993	\$ 1.069
900-949	\$ 1.473	\$.976	\$ 1.048
950-999	\$ 1.431	\$.961	\$ 1.029
Total:	\$	\$	\$

Bid will be awarded based on the total of Option 3; however, the Montgomery County Commission reserves the right to elect any other option, including the Specialty Meal Program, at any time during the term of the contract.

Bid #: 52200-19B-010 Inmate Food Service

267

Provider will provide weekly sales report to include type of meal sold, cost of each meal, number of each sold and total commission from sales to Montgomery County Detention Facility.

Montgomery County Commission has a right to add or delete the Specialty Meal program at any time during contract period.

Commission from Specialty Meal Program on a monthly basis 30 %

Questions regarding this bid should be emailed to Tammy Turner, Buyer II at tammyturner@mc-ala.org no later than 5:00 p.m. CST, on December 13, 2018. Answers will be faxed or email to vendors no later than 5:00p.m., CST, on December 17, 2018.

Bid #: 52200-19B-010 Inmate Food Service

26-8

Resolution

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population; and

WHEREAS, the 2020 Census provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, Montgomery County is committed to ensuring every resident is counted and supports the State of Alabama Complete Count! 2020 Census Committee; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state and local voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS, the information collected by the census is confidential and protected by law; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the Alabama Counts! 2020 Census message to reach more of our citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby declare that we are committed to partnering with the U.S. Census Bureau and will:

1. Support the goals and ideals for the Alabama Counts! 2020 Census and will disseminate information.
2. Encourage participation in events and initiatives that will raise the overall awareness of the 2020 Census and ensure a successful census enumeration.
3. Provide census advocates to speak to city, county, and community organizations.
4. Support census takers as they help obtain a complete and accurate count.
5. Establish and support the growth of a local Complete Count Committee.
6. Seek to ensure the highest census participation rate possible.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 7th day of October, 2019.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISAAH SANKEY

COMMISSIONER DOUG SINGLETON

27-1

RESOLUTION OF THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA

OCT - 7 2019

The County Commission of Montgomery County, Alabama, a body corporate and political under the laws of the State of Alabama (the "Commission"), at a meeting duly called and properly noticed on October ___, 2019, with a quorum present, does adopt and resolve as follows:

WHEREAS, the Commission entered into an Option and Purchase and Sale Agreement dated August 30, 2004 (the "Option") with Industrial Partners, L.L.C., an Alabama limited liability company [formerly Industrial Partners, an Alabama general partnership] ("Industrial Partners") for the periodic sale purchase of land located in the Montgomery Industrial Park; and,

WHEREAS, Industrial Partners has routinely purchased parcels subject to the Option in Industrial Partners' name and developed those parcels for lease by it to users; and,

WHEREAS, Industrial Partners has located a user, KOWA Pharmaceuticals America, Inc., a Delaware corporation ("KOWA") for a parcel containing 15 acres, more or less, which is generally depicted in Exhibit "A" attached hereto (the "KOWA Parcel"); and,

WHEREAS, KOWA desires to purchase the KOWA Parcel rather than lease it from Industrial Partners, and Industrial Partners is willing to assign KOWA a partial interest in the Option to the limited extent of facilitating and permitting a direct conveyance of the KOWA Parcel by the Commission to KOWA (or an assignee of KOWA which is a subsidiary, parent or sister company of KOWA), and not otherwise (the "Limited Assignment"); and,

WHEREAS, the Commission has determined that KOWA's acquisition and anticipated development of the KOWA Parcel is in the best interest of the public health, safety, education and general welfare of the citizens of Montgomery County,

NOW, THEREFORE, after motion duly made, seconded and properly approved, the Commission does hereby resolve and agree as follows:

"RESOLVED, that the Commission does hereby acknowledge the Limited Assignment and agrees that it shall (i) perform its obligations with the respect to the sale and conveyance of the KOWA Parcel as provided in the Option except that (i) the statutory warranty deed shall convey the KOWA Parcel to KOWA rather than Industrial Partners, and (ii) any obligation in the Option (whether under Sections 2.1. 2.2 thereof or otherwise) to commence construction of improvements on the KOWA Parcel within 180 days of the exercise of the Option with respect to the KOWA Parcel is waived (the "Waiver"); and,

FURTHER RESOLVED, that the Waiver is limited in application to the KOWA Parcel's being conveyed to KOWA under the Option and does not affect any restriction or other provision contained in the real property records of the Judge of Probate of Montgomery County, Alabama, including but not limited to those contained in the Declaration of Covenants, Restrictions and Easements for Montgomery Industrial Park, Montgomery, Alabama, dated July 19, 2004 and recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 2954, at Page 539.

ADOPTED AND APPROVED by The County Commission of Montgomery County, Alabama on this _____ day of October, 2019.

Chairman, The County Commission of
Montgomery County, Alabama

ATTEST:

Donald L. Mims, County Administrator

Donald Mims

From: Shapard Ashley <Shapard.Ashley@chlaw.com>
Sent: Thursday, October 03, 2019 3:27 PM
To: Donald Mims
Cc: ttg@hsg-law.com; Mr. Nimrod T. Frazer Jr.; Jeanine Faulkner; Mark Davis; Dana Broome
Subject: Resolution for 14.3 Acre Tract, Montgomery Industrial Development Park
Attachments: DRAFT-MGM County Comm Resolution re Lot 10 Indus Park (Oct 2019)
4852-8763-3064 v-3.docx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donnie:

Attached the resolution which has been revised as follows based on our telephone conference of a few minutes ago:

- The reference "(Resolution # _____)" has been removed in the heading;
- The word "East" has been removed in two places when referring to the industrial development park;
- The typo "r" has been corrected by changing it to "or"; and,
- Your name and title have been inserted below the attestation signature line.

Please contact me if you have any questions.

Regards,

Shap

Shapard Ashley

SHAREHOLDER

CAPELL & HOWARD, P.C.

334-241-8073 | Shapard.Ashley@chlaw.com | www.caPELLhoward.com

150 South Perry Street, Montgomery, Alabama 36104

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MEMORANDUM**October 3, 2019**

TTG

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Kowa Pharmaceutical Resolution

I have reviewed the Resolution regarding the Kowa Pharmaceutical transaction.

There is a typo in the 4th WHEREAS paragraph that states (r an assignee) which should read as (or an assignee). This typo has been discussed with Shapard Ashley and has been corrected in the Resolution.

With this correction, the Resolution is acceptable as is. The Resolution will be binding on all parties upon execution.

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

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

AGENDA

OCT - 7 2019

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred and No/100 (\$100.00) DOLLARS and other valuable considerations to the undersigned GRANTOR, in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the **MONTGOMERY COUNTY COMMISSION, a governmental entity** (herein referred to as "GRANTOR"), does hereby GRANT, BARGAIN, SELL and CONVEY unto **KOWA PHARMACEUTICALS AMERICA, INC., a Delaware corporation**, herein referred to as "GRANTEE"), its successors and assigns, the following described real estate, situated in the County of Montgomery, State of Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

This conveyance is made subject to any and all easements, restrictions and rights-of-way which appear of record and affect the above-described property.

This conveyance is also subject to the Declaration of Covenants, Restrictions and Easements for Montgomery East Industrial Park, Montgomery, Alabama, dated July 19, 2004, and recorded in the aforesaid Probate Office in Real Property Book 2946, at Page 65, and as amended by instrument recorded in Real Property Book 2954, at Page 539.

This conveyance is exempt from the provisions of Section 2.1 and 2.2 of that certain Agreement between the Montgomery County Commission and Industrial Partners, LLC dated August 30, 2004.

TO HAVE AND TO HOLD the aforegranted premises, together with improvements and appurtenances thereunto appertaining, unto the said GRANTEE, its successors and assigns, forever.

And GRANTOR does covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that it is free from all encumbrances, except as hereinabove provided; that it has a good right to sell and convey the same to the said GRANTEE, its successors and assigns, and that GRANTOR will warrant and defend the premises to the said GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons except as hereinabove provided.

4815-0510-3784.v2

IN WITNESS WHEREOF, the MONTGOMERY COUNTY COMMISSION, a governmental entity, has caused this instrument to be executed in its name and on its behalf by _____ as it's _____ on this the _____ day of _____, 2019.

MONTGOMERY COUNTY COMMISSION

BY: _____
Name: _____
Title: _____

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, whose name as _____ of the Montgomery County Commission, a governmental entity, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said governmental entity.

Given under my hand and official seal this the _____ day of _____, 2019.

(NOTARIAL SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

THIS INSTRUMENT PREPARED BY:
Mark T. Davis, Esquire
BALL, BALL, MATTHEWS & NOVAK, P.A.
445 Dexter Avenue, Suite 9045
Montgomery, AL 36104
(334) 387-7680
BBMN #16681

EXHIBIT "A"
LEGAL DESCRIPTION

COMMENCE AT A FOUND 1" SOLID IRON LYING AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA; THENCE RUN N01°17'43"W, 1415.61 FEET TO A SET ½" REBAR, GMC CAP #CA00156, POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN S89°59'58"W, 444.66 FEET TO A FOUND 5/8" REBAR, GMC CAP #CA00156; THENCE RUN N70°50'16"W, 877.09 FEET TO A FOUND 5/8" REBAR, GMC CAP #CA00156 LYING IN A CURVE (CONCAVING SOUTHEASTERLY) ON THE EASTERLY RIGHT OF WAY OF INDUSTRIAL PARK BOULEVARD (80' ROW); THENCE RUN ALONG SAID RIGHT OF WAY AND SAID CURVE, WITH A RADIUS OF 960.00 FEET, A CHORD OF N32°41'12"E, 120.58 FEET TO A FOUND CONCRETE MONUMENT LYING AT A POINT OF REVERSE CURVE (CONCAVING NORTHWESTERLY); THENCE CONTINUE ALONG SAID RIGHT OF WAY AND SAID CURVE, WITH A RADIUS OF 1040.00 FEET, A CHORD OF N25°19'56"E, 395.27 FEET TO A FOUND 5/8" REBAR, GMC CAP #CA00156; THENCE LEAVING SAID RIGHT OF WAY, RUN S74°20'47"E, 982.18 FEET TO A FOUND 5/8" REBAR, GMC CAP #CA00156; THENCE RUN N36°46'10"E, 144.99 FEET TO A FOUND 1" CRIMP TOP IRON; THENCE RUN S00°16'36"E, 401.66 FEET TO A SET ½" REBAR, GMC CAP #CA00156; THENCE RUN S01°17'43"E, 196.16 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL LYING AND BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 13, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 14.30 ACRES (622,863 S.F.) MORE OR LESS.

~~The attached aerial view of the subject property is being surveyed by Goodwyn, Mills, and Cawood, Inc.
The survey legal description will be inserted to the deed upon receipt of the survey.~~



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: 16681 7. LOAN NUMBER: _____ 8. MORTGAGE INS CASE NUMBER: _____	
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> 1.0 398 (KOWA PHARMACEUTICAL 16681.PFD) 16581/9)			
D. NAME AND ADDRESS OF BORROWER: Kowa Pharmaceuticals America, Inc. 530 Industrial Park Boulevard Montgomery, AL 36117		E. NAME AND ADDRESS OF SELLER: Montgomery County Commission P.O. Box 1667 Montgomery, AL 36102	
G. PROPERTY LOCATION: 14.30 +/- Acres, Montgomery Industrial Park Montgomery, AL 36117 Montgomery County, Alabama		F. NAME AND ADDRESS OF LENDER: 	
H. SETTLEMENT AGENT: 63-0719888 Bail Ball Matthews & Novak PA PLACE OF SETTLEMENT 445 Dexter Avenue, Suite 9045 Montgomery, AL 36104		I. SETTLEMENT DATE: 	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	415,958.40	401. Contract Sales Price	415,958.40
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,058.00	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	417,016.40	420. GROSS AMOUNT DUE TO SELLER	415,958.40
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Depositor earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	13,798.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	13,798.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	417,016.40	601. Gross Amount Due To Seller (Line 420)	415,958.40
302. Less Amount Paid By/For Borrower (Line 220)	()	602. Less Reductions Due Seller (Line 520)	(13,798.00)
303. CASH (X FROM) (TO) BORROWER	417,016.40	603. CASH (X TO) (FROM) SELLER	402,160.40

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				\$	@	%	Paid From Borrowers Funds at Settlement	Paid From Sellers Funds at Settlement
Division of Commission (line 700) as follows:								
701. \$	to							
702. \$	to							
703. Commission Paid at Settlement								
704.	to							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN								
801. Loan Origination Fee	%	to						
802. Loan Discount	%	to						
803. Appraisal Fee		to						
804. Credit Report		to						
805. Lender's Inspection Fee		to						
806. Mortgage Ins.App. Fee		to						
807. Assumption Fee		to						
808.								
809.								
810.								
811.								
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE								
901. Interest From	to	@ \$	day	(	days	%)		
902. MIP To Ins. for Life of Loan	for	months to						
903. Hazard Insurance Premium for	1.0 years to							
904.								
905.								
1000. RESERVES DEPOSITED WITH LENDER								
1001. Hazard Insurance	months @ \$	per month						
1002. Mortgage Insurance	months @ \$	per month						
1003. City/Town Taxes	months @ \$	per month						
1004. County Taxes	months @ \$	per month						
1005. Assessments	months @ \$	per month						
1006.	months @ \$	per month						
1007.	months @ \$	per month						
1008.	months @ \$	per month						
1100. TITLE CHARGES								
1101. Settlement or Closing Fee	to							
1102. Title Search & Examination	to	First American Title Ins Co						1,250.00
1103. Title Examination	to							
1104. Title Insurance Binder	to	Ball Ball Matthews & Novak PA						150.00
1105. Document Preparation	to							
1106. Notary Fees	to							
1107. Attorney's Fees	to	Ball Ball Matthews & Novak PA/POC						
(includes above item numbers:)								
1108. Title Insurance	to	FIRST AMERICAN TITLE					668.00	982.00
(includes above item numbers:)								
1109. Lender's Coverage	\$							
1110. Owner's Coverage	\$	750,000.00				1,650.00		
1111.								
1112.								
1113.								
1114. Courier/overnight/wire fees	to	Ball Ball Matthews & Novak PA					35.00	
1115.								
1116.								
1117.								
1118.								
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES								
1201. Recording Fees: Deed \$	16.00	Mortgage \$		Releases \$			16.00	
1202. City/County Tax Stamps: Deed		Mortgage						
1203. State Tax Stamps: Deed		750.00	Mortgage					
1204. E-Recording Fee	to	Montgomery County Judge of Probate					334.00	416.00
1205.							5.00	
1300. ADDITIONAL SETTLEMENT CHARGES								
1301. Survey	to	Goodwyn Mills & Cawood, Inc.						7,500.00
1302. Pest Inspection	to							
1303. Platting Fee	to	Goodwyn Mills & Cawood, Inc.						3,500.00
1304.								
1305.								
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)							1,058.00	13,798.00

HUD-1, Page 3

Borrower (s): Kowa Pharmaceuticals America, Inc.
530 Industrial Park Boulevard
Montgomery, AL 36117

Seller (s): Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Settlement Agent: Ball Ball Matthews & Novak PA
(334)387-7680

Place of Settlement: 445 Dexter Avenue, Suite 9045
Montgomery, AL 36104

Settlement Date:

Property Location: 15 +/- Acres, Montgomery Industrial Park
Montgomery, AL 36117
Montgomery County, Alabama

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Kowa Pharmaceuticals America, Inc.

Montgomery County Commission

BY: _____
Ben Stakely, CEO

BY: _____
Name: _____
Title: _____

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Mark T. Davis
Settlement Agent

NOTE: The sale and purchase under this settlement statement constitutes a transaction and closing under that Option and Purchase and Sale Agreement dated August 30, 2004 between The County Commission of Montgomery County, Alabama, and Industrial Partners, L.L.C., an Alabama limited liability company [formerly Industrial Partners, an Alabama general partnership] for the periodic sale purchase of land located in the Montgomery East Industrial Park. KOWA Pharmaceuticals America, Inc. has purchased this Montgomery Industrial Park tract containing 15 acres, more or less, by virtue of a limited assignment to it from Industrial Partners, L.L.C. of the right to purchase that tract.

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(KOWA PHARMACEUTICAL 16681.PFD\16681.B)

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name: Montgomery County Commission

Grantee's Name: Kowa Pharmaceutical America, Inc.

Mailing Address: P.O. Box 1667
Montgomery, AL 36102

Mailing Address: 530 Industrial Park Boulevard
Montgomery, AL 36117

Property Address: 15 +/- Acres, Montgomery Industrial Park
Montgomery, AL 36117

Date of Sale: _____

Total Purchase Price: \$750,000.00

Or

Actual Value \$

Or

Assessor's Market Value \$

The Purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of the documentary evidence is not required)

____ Bill of Sale

____ Appraisal

____ Sales Contract

____ Other _____

X Closing Statement

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: _____

Print: Montgomery County Commission

____ Unattested

(Verified by)

Sign: _____

(Grantor/Grantee/Owner/Agent) Circle one

STATE OF ALABAMA

COUNTY OF MONTGOMERY

COMMERCIAL REAL ESTATE BROKER'S LIEN CERTIFICATION

The Undersigned hereby certifies (a) that there are no unpaid or disputed real estate commissions which would affect the sale of the property described on Exhibit A attached hereto and incorporated herein (the "Property"), (b) that there is no compensation due or to become due under any listing, agency or other brokerage agreement with respect to the Property or as a result of the sale of the Property, and (c) that no written notice has been received concerning any unpaid real estate commission respecting such sale which could give rise to a broker's lien under Section 35-11-450, *Code of Alabama 1975*.

This certification is given for the purpose of inducing First American Title Insurance Company to issue its title insurance policy and Kowa Pharmaceutical America, Inc. to purchase the property.

MONTGOMERY COUNTY COMMISSION

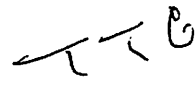
By: _____
Name: _____
Title: _____

Sworn and subscribed before me this
the ____ day of _____, 2019.

Notary Public

My commission expires: _____

[SEAL]

MEMORANDUM**October 3, 2019**

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Kowa Pharmaceutical Closing Documents

I have reviewed the following closing documents issued by attorney Mark Davis:

- (1) Settlement Statement
- (2) Warranty Deed
- (3) Real Estate Sales Validation Form
- (4) Commercial Real Estate Broker's Lien Certification

It is my opinion that these documents are acceptable as is and will be binding on all parties upon execution.

I am also of the opinion that the services provided for in these documents 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 documents should not be executed if it is the desire of the Montgomery County Commission.

50051-317

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

OCT - 7 2019

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Memorandum of Understanding with the Administrative Office of Courts

Attached is a Memorandum of Understanding with the Administrative Office of Courts regarding the Phase Out of County Commission funding for County Employees of the Youth Facility Juvenile Court assigned to the County Circuit Clerk's Office.

Currently, the Montgomery County Commission is paying the entire salary and benefits of clerks assigned to the Circuit Clerk's Office. This MOU gradually decreases County Commission funding until year 6, at which time the State of Alabama pays the entire cost.

We will be discussing this MOU at Monday's meeting.

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

30-1



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

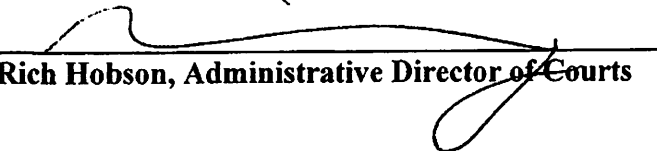
- I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits paid by the AOC for a Court Specialist Position to be employed within the Montgomery County Circuit Clerk's Office. The employee holding such position will be paid a Court Specialist salary at the beginning rate of \$1,025.20 Semi-Monthly (\$24,604.80 Annually). The commission also agrees to pay for any rate increases associated with this position. The employee will be an employee of the Montgomery County Circuit Clerk's Office and will work in the Juvenile Division; performing duties as they pertain to the Juvenile Division. This MOU is effective for the period beginning October 1, 2019 (or initial date of hire or whichever comes first) and ending September 30, 2024.
- II. This agreement will have a six-year phase-in approach whereby this position will eventually be funded 100% by the AOC.
 - 1st Year – 100% Reimbursable by Commission (FY20)
 - 2nd Year – 80% Reimbursable by Commission (FY21)
 - 3rd Year – 60% Reimbursable by Commission (FY22)
 - 4th Year – 40% Reimbursable by Commission (FY23)
 - 5th Year – 20% Reimbursable by Commission (FY24)
 - 6th Year – AOC Assumes 100% of Funding (FY25)
- III. In addition to the position outlined in Paragraph I, the two Montgomery County Court Operations Clerk positions currently held by Barbara Taylor and Tracy Collins will be assumed by AOC upon their retirement or resignation. The replacement of Ms. Taylor and Ms. Collins will be subject to the above phase-in agreement. All three positions will report to the Circuit Clerk of Montgomery County and will operate under the policies and procedures of the Montgomery County Circuit Clerk's Office. Ms. Taylor and Ms. Collins will remain employees of the Montgomery County Commission, subject to the Montgomery City-county Personnel Rules.
- IV. AOC and the Commission agree that the transfer of funds obligates the Commission to provide funding for these positions as outlined above in Paragraph II for the fiscal years noted above in Paragraphs I and II.
- V. AOC will invoice the Commission at the end of each quarter in FY 2020 through FY2024 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Jennifer Moorer, AOC Accountant. Checks shall be written to the order of the Administrative Office of

30-2

Courts addressed to the attention: Jennifer Moorer, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

- VI. The AOC and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:



Rich Hobson, Administrative Director of Courts

Date 10/3/19

**Elton N. Dean, Sr., Chairperson
Montgomery County Commission**

Date

REVIEWED BY:

James E. Wilson, Esq., AOC Legal Division

Date

OCT - 7 2019



Founded 1957 ♦ Pearson, Humphries, & Jones Architects

Patrick T. Addison, AIA

Harrell G. Gandy, AIA
Brian J. Klinkhammer, AIA

E. Griffin Harris, AIA
Steven R. Hall, AIA

Renis Jones III, AIA

Friday, October 11, 2019

Mrs. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Jail Renovation (Building 1) for the Montgomery
County Commission, Montgomery, Alabama
PH&J No: 1712-GV

Donnie,

As discussed on Wednesday at our meeting, Holley-Henley's proposal for \$81,106.25 is for making repairs to the jail kitchen's sub-floor for the installation of the new tile floors installation. The contractor structured this proposal to be a worse case condition, so we would not have to go back before the Commission and ask for additional money for the floor.

The contractor is willing to only bill the Commission for the actual cost of the repairs, plus his OH&P on this repair work. We therefore ask that the money that was approved for this repair work be added to the project's Owner's Allowance, which is already established within the project bid documents.

This will allow the County to only pay out money in the amount of the contractor's revised proposal for the actual cost of the repairs. Any remaining money in the Owner's Allowance can then be removed from the project by change order at the conclusion of the project.

I am therefore requesting this course of action with this money. Please run this request before the County Attorney to insure we are in compliance with the State's Bid Law - Title 39.

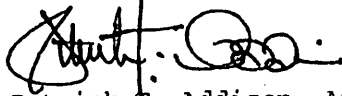
Our project's contract amount is \$4,919,808.00, so we are allowed to safely increase the project under the State's bid law by ten percent. Note: The State Attorney General's opinion allowed for changes up to thirty percent in those conditions deemed to be critical to the project. This repair could be consisted to fall under that extreme limit of the Attorney General's opinion. We are however well under the ten percent requirement for a change to this project.

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334-265-8781 ♦ www.phjarchitects.com ♦ phj@phjarch.com

Please let me know how the Commission wants to proceed. The Contractor is planning to begin work on the sub-floor next Tuesday, October 15, 2019, so as to minimize the impact on his overall completion date for the project.

If you have any additional question, please call.

Thank-you as always,

A handwritten signature in black ink, appearing to read "Patrick T. Addison".

Patrick T. Addison, Architect
Principal

CC: Florence Cauthen Mims, Tammy Nix, Lamar Allen, Chris Piel,
Sherrill Thomas

OCT - 7 2019

MEMORANDUM

To: Montgomery County Commission

CC: Donnie Mims, Florence Cauthen

From: Lou Ialacci

Date: September 30, 2019

Subject: Security Camera Upgrades and IT Computer Server Room

At the September 16, 2019 work session, you requested a proposal to upgrade the security cameras at the Courthouse. The IT department has been working for the past year to upgrade the county's security surveillance system of over 600 cameras and the plans for the renovation of Annex 1, which includes a new IT computer server room. The current facility has not been updated in over 30 years. Below is an update on these projects:

County/Courthouse Cameras:

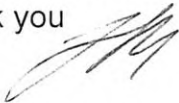
- The camera and the system that was in place at the Courthouse when the windows were shot has been replaced. The camera was upgraded to digital as soon as we could, and then we also had to replace the video recording system to handle the newer cameras.
- Attached is a quote to install two exterior cameras to cover the front of the Courthouse area that can identify car tags and other critical evidence, since we now have the video recording system in place to properly utilize these cameras. I am requesting the Commission approve funding of \$26,000 for the purchase and installation of the exterior cameras. This can be completed by the end of October.
- This addresses the most critical issues but there are additional surveillance cameras that need to be added or upgraded at County facilities.

IT Computer Server Room and Video storage:

- County Administration and IT have worked on plans to renovate Annex I and replace the computer server room. The original plan includes a \$600,000 allowance to replace all the old servers and existing data storage equipment.
- Our current equipment can only store all the video for 30 days. The Sheriff recommends 90 days. The cost to expand the video storage is approximately \$350,000.

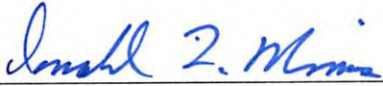
I recommend we spend the \$26,000 now to significantly enhance the video coverage of the Courthouse. The plans for the new computer server room will address the storage and other technology needs and should be completed and fully functional in approximately 12 months. The Commission will need to approve additional funding of \$350,000 for this project.

Thank you

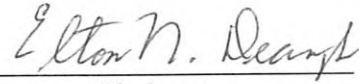


ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, October 21, 2019, at 8:00 in the morning.



Administrator



Chairman