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Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

December 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Information pertaining to the December 16, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, December 16, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

My Retirement Reception will be held on December 16, 2019 at 10:30 a.m., after adjournment of the County Commission meeting. I will be taking Annual Leave for several days during the period of December 17 through December 31, 2019.

The next meeting will be held on Tuesday, January 14, 2020. The Information Session will begin at 3:30 p.m. and the Formal Session will begin at 5:00 p.m.

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

1. County Commission Information Session Schedule for December 16, 2019

Waived Rules Item for Monday, December 16, 2019

2. Consider Authorization of Grant Agreement with the Alabama Children's Policy Council to Provide Funding for the Establishment of the Montgomery County Children's Policy Council, Youth Facility

A COUNTY OLDER THAN THE STATE

Items to Consider for the Tuesday, January 14, 2020 Montgomery County Commission Regular Meeting Agenda

3. Consider Authorization of Amendment Number 1 to Contract with Gulf State Distributors regarding a One (1) Year Extension, beginning January 22, 2020 and ending on January 21, 2021 and a 5% Price Increase for Law Enforcement Emergency Equipment, Contract Number 52110-19B-009, Sheriff's Office
4. Consider Authorization of Bid Award to Cintas Corporation for Uniform Rental, Bid Number 53300-20B-003, Engineering Department
5. Consider Adoption of Resolution regarding the Option and Purchase and Sale Agreement with Industrial Partners dated August 30, 2004, County Commission
6. Consider Authorization of Purchase and Sale Agreement with Industrial Partners, LLC regarding the Sale of 42.4 Acres of Land in the Montgomery Industrial Park, County Commission
7. Consider Authorization of Purchase and Sale Agreement for Property located at the Montgomery County Activity Center to Tom Hall for Construction of a Road, County Commission
8. Consider Authorization of Payment of 2019 Membership Dues in the Amount of \$4,587 to the National Association of Counties (NACo) **(Same dues as last year)**, County Commission
9. Consider Authorization of Payment of Invoice from Garrett Coliseum regarding FY2020 Appropriation in the amount of \$50,000 **(The Commission has appropriated \$300,000 to the Montgomery Area Chamber of Commerce for maintaining Garrett Coliseum for agricultural and tourism development. \$50,000 was given on each of the following dates: December 17, 2012, January 21, 2014, April 20, 2015, May 2, 2016, December 18, 2017 and November 5, 2018)**
10. Consider Authorization for Goodwyn, Mills and Cawood, Inc., to Prepare Final Construction Documents and Move Forward with the Bid Process regarding the renovation of the Perry Street Parking Deck, County Commission
11. Consider Authorization of Bid Award to Amwaste, LLC for Clean Saturday Refuse Collection Service, Bid Number 51100-20B-007, County Commission
12. Consider Authorization of Bid Award to Diversified Companies, LLC for Off-Site Printing of Notices, Bid Number 51500-20B-009, Revenue Commissioner's Office

General Information Items

13. Copy of Memorandum from Manager of Public Affairs regarding Locations for “On the Road” Tour Dates
14. Copy of Presentation regarding Lightsource BP – Informational Update on Black Bear Solar to Montgomery County
15. Copy of Email from Architect Johnny B. Raines, III, with Barganier Davis and Williams Architects Associated regarding Proposed Addition and Renovations for the Flatwood Community Center **(On Monday, November 25, 2019, Architect Johnny Raines along with Commission Staff James Williams, Lamar Allen, Chris Piel and myself met at the Flatwood Community Center with Commissioner Sankey. After a thorough inspection of the building, Commissioner Sankey expressed his desire for the Commission to appropriate an additional \$100,000 for the renovation of this facility. Recently, the Commission authorized \$100,000 for this project. If implemented, the total project cost would be \$200,000 which includes architect’s fees and kitchen equipment)**
16. Copy of Contract with Barganier Davis and Williams Architects Associated regarding Renovation to the Flatwood Community Center, County Commission
17. Copy of Flatwood Community Center Usage Report
18. Copy of Email from Director of Development Pamela Swan with the Alabama Dance Theatre **requesting \$15,000 for Community Outreach Programs (On 3/6/17, the Commission approved a Budget Change Request in the amount of \$15,000 for this organization. On 2/20/18 and 3/11/19, the Commission appropriated \$15,000 from their Joint Designated Revenue Account for this organization.)**
19. Copy of Email from Dr. Tommie H. Stewart, Creative and Executive Director of the MLK Citywide Celebration **requesting Funding for the Martin Luther King, Jr., Celebration (Three Funding Levels) (On 12/18/17, Chairman Dean, Commissioner Harris and Commissioner Singleton appropriated \$1,000 from each of their Agencies accounts for a total of \$3,000. On 12/17/18, Commissioner Sankey appropriated \$1,000 from his Agency account. On 1/7/19 Vice Chairman Walker and Commission Singleton appropriated \$1,000 from each of their Agencies account and Chairman Dean and Commissioner Harris appropriated \$2,000 from each of their Designated Revenue accounts for a total of \$6,000. On 11/18/19, Commissioner Sankey appropriation \$1,500 from his Designated Revenue Account.)**
20. Copy of Memorandum regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc., expiring November 3, 2019

21. Copy of Email from Personnel Director Carmen Douglas regarding Board Member Appointment to the Personnel Board
22. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019

Timeline for Legislative Agenda and Proposed Legislation:

23. Copy of Memorandum from Crosby Drinkard Group, LLC regarding the 2020 Legislative Timeline

Future Appropriations from Designated Revenue – No Attachments

<u>Organization</u>	<u>Amount of Request</u>
• Montgomery Symphony Orchestra – 2019-2020 Funding (Payment to be Approved after January 1, 2020)	\$ 20,000.00
• Sight Savers – 2019-2020 Funding (Payment to be Approved after January 1, 2020)	\$ 11,150.00
• Alpha Upsilon Lambda Chapter – MLK Breakfast (Payment to be Approved after January 1, 2020)	\$ 2,500.00
• Alabama State University – Labor Day Classic (Payment already Approved after January 1, 2020)	<u>\$100,000.00</u>
Total - Appropriations for Funding	\$133,650.00

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
DECEMBER 16, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Sheriff Derrick Cunningham – Presentation regarding Amendment Number 1 to Contract with Gulf State Distributors regarding a One (1) Year Extension, beginning January 22, 2020 and ending on January 21, 2021 and a 5% Price Increase for Law Enforcement Emergency Equipment (**Future Agenda Item 3**)
- 8:10 a.m. Chief Probation Officer Ray Williams – Presentation regarding Grant Agreement with the Alabama Children's Policy Council to Provide Funding for the Establishment of the Montgomery County Children's Policy Council (**Waived Rules Item 2**)
- 8:15 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 8:20 a.m. County Engineer George Speake – Presentation regarding Bid Award to Cintas Corporation for Uniform Rental (**Future Agenda Item 4**)
- 8:25 a.m. Manager of Public Affairs Hannah Hawk – Presentation regarding Locations for "On the Road" Tour Dates (**General Information Item 13**) and Update regarding Public Affairs
- 8:30 a.m. President and CEO Perry H. Fontana with Fontana Energy Associates, LLC – Presentation regarding Lightsource BP Informational Update on Black Bear Solar to Montgomery County (**General Information Item 14**)
- 8:40 a.m. Mr. Nimrod T. Frazer, Jr., with Industrial Partners, LLC – Presentation regarding Resolution regarding Waiver of Obligations in the Option and Purchase and Sale Agreement with Industrial Partners dated August 30, 2004 (**Future Agenda Item 5**) and Amendment of a Purchase and Sale Agreement with Industrial Partners, LLC regarding the Sale of 42.4 Acres of Land in the Montgomery Industrial Park (**Future Agenda Item 6**)
- 8:50 a.m. President A.Z. Holloway and Vice President Antonio Parker with Maggie Street Community Development Corporation – Presentation regarding the Maggie Street Community Development Corporation
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

Memo

To: Mr. Donnie Mims
From: Ray Williams, Chief Probation Officer
Date: December 12, 2019
Re: Children's Policy Council 501c3 Grant Agreement

I am requesting that the attached Alabama Children's Policy Council 501c3 Grant Agreement be placed on the County Commission agenda for the Montgomery County Children's Policy Council. The deadline for this grant is December 31, 2019; so, I am also asking that the rule be waived in order to get this approved by the Commission and meet this deadling.

Thank you for your consideration in this matter.

§ 12-15-509..... Executive council to adopt allocation guidelines; granting role of state team; eligible recipients; prerequisites to maintaining funding; penalty for noncompliance; reporting requirement.

**ARTICLE 6.
APPEALS.**

§ 12-15-601..... Appeals from judgments and orders of juvenile courts.

TITLE 26.

§ 26-24-30..... Creation of Alabama Children's Policy Council.
§ 26-24-31..... Establishment of Alabama Children's Policy Council Fund.
§ 26-24-32..... Expenses of Alabama Children's Policy Council members who are state officers or employees.
§ 26-24-33..... County children's policy councils – generally.
§ 26-24-34..... County children's policy councils – duties.
§ 26-24-35..... Juvenile justice coordinating councils renamed.

Department of Human Resources; the Administrative Director of Courts; the Commissioner of the Department of Children's Affairs; the Commissioner of the Department of Mental Health and Mental Retardation; the Executive Director of the Department of Youth Services; the State Superintendent of Education; the State Health Officer; the Executive Director of the Alabama Children's Trust Fund; the President of the Alabama Parent-Teachers Association; the Director of the Alabama Department of Economic and Community Affairs; the Commissioner of the Department of Rehabilitation Services; the Commissioner of the Alabama Medicaid Agency; the Director of the Department of Public Safety; the Administrator of the Alcoholic Beverage Control Board; the Director of the Office of School Readiness; the Director of Voices for Alabama's Children; the Director of A Journey to Manhood; the President of A Coalition of 100 Black Women; the President of 21st Century Youth Leadership Program; **the Director of the Children First Foundation; the Director of the Multiple Needs Child Office;**¹¹⁵ and five persons to be appointed by the Alabama Children's Policy Council.

The appointed members of the Alabama Children's Policy Council shall reflect the racial, gender, geographic, urban/rural, and economic diversity of the state. All appointments are subject to Senate confirmation and shall be effective until acted upon by the Senate.

- (b) The Commissioner of the Department of Children's Affairs shall serve as chair and the Chief Justice of the Supreme Court of Alabama as vice chair. The five Alabama Children's Policy Council appointees and the three appointees of the Governor shall serve on the Alabama Children's Policy Council for two years from October 1 following their appointment and until their successors are selected, and may be reappointed for additional terms. Any vacancies in the appointed positions shall be filled in like manner as their predecessor and shall serve for a full term and until their successors are selected. If the Alabama Children's Policy Council deems it necessary or advisable, it may elect other officers and adopt by-laws. The vice chair and any other officers of the Alabama Children's Policy Council, other than the chair, shall hold these offices for a period as designated by the Alabama Children's Policy Council, or for so long as they remain members of the Alabama Children's Policy Council. The Alabama Children's Policy Council shall meet at the call of the chair at least once annually prior to September 1 of each fiscal year, and at other times as, in the opinion of the chair, additional meetings are needed.
- (c) It shall be the duty of the Alabama Children's Policy Council and the Chief Justice of the Supreme Court of Alabama to review the report prepared by the Department of Children's Affairs pursuant to Section 26-24-34 and to make recommendations as it deems necessary and appropriate to the Governor and Legislature by October 1 of each fiscal year. It shall also be the duty of the Alabama Children's Policy Council to develop a state resource guide, which may be automated, including procedural information concerning how to access these services. This guide shall be distributed to departments, agencies, and organizations serving children, as well as the county children's policy councils in each county of the state and the general public.

§26-24-31.

- (a) There is hereby established the Alabama Children's Policy Council Fund into which there is automatically appropriated twenty thousand dollars (\$20,000) annually at the

beginning of each fiscal year. Any funds remaining in the Alabama Children's Policy Council Fund at the end of any fiscal year shall not revert to the State General Fund. The Comptroller shall transfer the moneys from the State General Fund to the Alabama Children's Policy Council Fund annually at the beginning of each fiscal year and the moneys in the fund shall be expended for the travel expenses of members of the Alabama Children's Policy Council who are not otherwise reimbursed by the state and such other necessary operating costs and expenses as approved by the chair of the Alabama Children's Policy Council. Travel and per diem for all members of the Alabama Children's Policy Council shall be calculated and paid at the same rate applicable to state employees. Any expenses of the Alabama Children's Policy Council, including printing, postage, and mailing costs, which cannot be paid because of insufficient funds, shall be charged to the departments and agencies represented by membership on the Alabama Children's Policy Council on a pro-rata basis, as calculated by the chair.

- (b) The Alabama Children's Policy Council may accept and use funds available to it from all sources, including, but not limited to, grants, appropriations, gifts, and donations for the purpose of implementing this chapter. All funds shall be deposited into the Alabama Children's Policy Council Fund, which shall be under the management of the Alabama Children's Policy Council. Moneys of the fund may be withdrawn by vouchers or checks signed by the chair of the Alabama Children's Policy Council.

§26-24-32.

The members of the Alabama Children's Policy Council who are officers or employees of the State of Alabama shall be entitled to be reimbursed for their expenses, including travel, lodging, food, and other expenses at the same rate as other state employees. These expenses shall be paid by the Comptroller from funds appropriated from the State Treasury to the department or agency which the member represents.

§26-24-33.

- (a) A county children's policy council is hereby created in each county of the state. The county children's policy council shall consist of the following members: A juvenile court judge in each county; the county director of the Department of Human Resources; a county representative of the Department of Mental Health and Mental Retardation; a county representative of the Department of Youth Services; a county representative of the Department of Rehabilitation Services, the Medicaid Agency, the Department of Public Safety, and the Alcoholic Beverage Control Board, provided they have a physical presence in the county; the county superintendent of education and any city superintendent of education in the county; the county chief juvenile probation officer; a representative of the county health department; the district attorney; local legislators; the chair of the county commission; the sheriff, and **at least**¹¹⁶ seven persons to be appointed by the county children's policy council from the community including, but not limited to, state and local government officials, practicing attorneys, community organizations, business and industry, and representatives of any other agencies or organizations providing services to families and children in the county.
- (b) All members of the county children's policy council shall serve on the county children's policy council for two years and until their successors are appointed, except those who

serve by virtue of holding a designated office. The county children's policy council shall be convened at least once each quarter at the call of the chair. **The juvenile court judge presiding over the county children's policy council may nominate a member to serve as chair.**¹¹⁷ At the first meeting of the county children's policy council, the county children's policy council shall select its additional council members. If the county children's policy council deems it necessary or advisable, it may elect other officers and adopt bylaws. The additional officers shall hold office for the period as designated by the county children's policy council.

§26-24-34.

The duties of the county children's policy council shall include, but not be limited to, the following: Reviewing the needs of children in the county and the responsibilities assigned each department or agency by law; determining areas of responsibility and identifying areas of duplication or conflict between departments and agencies in the county; identifying local resources and developing, in conjunction with the Department of Children's Affairs, and updating annually, a local resource guide to services available to children which shall include procedural information concerning how to access those local services; articulating and communicating to the local community the needs of children; and submitting an annual report to the Department of Children's Affairs by July 1 of each year on the local services provided to children, local needs of children, and recommendations of the county children's policy council based on data from the previous fiscal year ending September 30. The Department of Children's Affairs shall then, by September 1 of each year, submit its summary recommendations based on the reports, along with a copy of each local report to the Alabama Children's Policy Council. The local resource guides shall be used by the Alabama Children's Policy Council in compiling a state resource guide, which may be automated and shall be distributed to the general public and to agencies and organizations serving children.

§26-24-35.

All references to the "Alabama Juvenile Justice Coordinating Council" and to "county juvenile justice coordinating councils" in this code, are changed to the "Alabama Children's Policy Council" and "county children's policy councils" respectively. All other laws, rules, regulations, and legal references of any kind to the "Alabama Juvenile Justice Coordinating Council" or to "county juvenile justice coordinating councils" shall be changed to the "Alabama Children's Policy Council" or to "county children's policy councils" respectively when this code is next reprinted and in other laws, rules, regulations, and legal references as is appropriate, timely, and economically feasible.

...

Section 7.

This act shall become effective on January 1 following its passage and approval by the Governor, or its otherwise becoming law except that the provisions of Section 12-15-208(a)(1), Code of Alabama 1975, as provided in this act, regarding status offenders shall not become effective until October 1, 2009.

THE COUNTY CHILDREN'S POLICY COUNCILS

The county councils review the needs of children in their counties and how local agencies and departments can work together more efficiently and effectively to serve the children in their area. These local teams submit an annual report to the Department of Children's Affairs by July 1 of each year on local services provided to children, local needs of children, and recommendations of the county children's policy council based on data from the previous fiscal year ending September 30. These local resource guides shall be used by the State Children's Policy Council in compiling a state resource guide which is distributed to the general public and to agencies and organizations serving children.

MEMBERS INCLUDE:

- A juvenile court judge in each county;
- the county director of the Department of Human Resources;
- a county representative of the Department of Mental Health;
- a county representative of the Department of Youth Services;
- a county representative of the Department of Rehabilitation Services, the Medicaid Agency, the Department of Public Safety, and the Alcoholic Beverage Control Board, provided they have a physical presence in the county;
- the county superintendent of education and any city superintendent of education in the county;
- the county chief juvenile probation officer;
- a representative of the county health department; the district attorney;
- local legislators;
- the chair of the county commission;
- the sheriff;
- and at least seven persons to be appointed by the county children's policy council from the community including, but not limited to, state and local government officials, practicing attorneys, community organizations, business and industry, and representatives of any other agencies or organizations providing services to families and children in the county.

The juvenile court judge presiding over the county children's policy council will serve as chair, but may nominate another member to serve as chair. All members of the county children's policy council shall serve on the county children's policy council for two years and until their successors are appointed, except those who

serve by virtue of holding a designated office. The county children's policy council shall be convened at least once each quarter at the call of the chair.

**THE DUTIES OF THE COUNTY CHILDREN'S POLICY COUNCIL
INCLUDE:**

- Reviewing the needs of children ages 0 to 19
- Reviewing the responsibilities assigned each agency by law
- Determining areas of responsibility and identifying area of duplication and/or conflict between agencies
- Identifying local resources
- Developing a local resource guide to services available to children which shall include procedural information concerning how to access such local services
- Articulating and communicating to the local community the needs of children
- Submitting an annual report and needs assessment

Alabama Code Section 26-34-34



Honorable Kay Ivey, Governor
Honorable Jeana Ross, Secretary

August 26, 2019

RE: Children's Policy Council Grant Announcement

Dear Children's Policy Council Chair:

The Alabama Department of Early Childhood Education is proud to announce that it will be awarding \$500 grants to County Children's Policy Councils that have a desire to become a 501c3. The Children's Policy Councils that have obtained 501c3 status have been able to write grants, receive funding, start programs, serve as a fiscal agent for other CPC organizations and ultimately take steps toward improving the lives of children and families in their respective communities.

According to the 2019 Needs Assessment your county was one of the 25 counties that had identified not having 501c3 status. To try to alleviate some of the financial challenges of 501c3 filing fees we have opened a one-time grant specifically for CPC's to start the process to become a 501c3. The online CPC grant application will be open from Monday, August 26, 2019 to 5pm, December 31, 2019. To apply for the CPC grant funds, you will need a fiscal agent that can accept state funds on your behalf. The fiscal agent will then turn the funds over to the CPC so that they can pay the necessary fees to become a 501c3.

Please carefully review the attached CPC grant application, CPC grant instructions and Memorandum of Understanding. To begin click on the link <http://www.grantinterface.com/si/6DLLhx>, use your Needs Assessment login to access the online grant application. If you are having trouble with your login, please feel free to contact me and we can reset it for you liletta.jenkins@ece.alabama.gov or 334-328-2562 cell.

Good Luck on your CPC grant application and Thank you for all you do for children in your respective counties!

Sincerely,

A handwritten signature in black ink that reads "Liletta M. Jenkins". The signature is written in a cursive, flowing style.

Liletta M. Jenkins
State Children's Policy Council Manager

Foundant Instructions CPC 501C3 Grant

1. Here is a Link straight to Foundant:

<http://www.grantinterface.com/sl/6DLLhx>

2. Look for the box below and click "APPLY"

2019 Children's Policy Council 501C3

Accepting Submissions from 08/16/2019 to 12/31/2019

Apply

Preview Send to GrantHub

Troubleshoot:

If there are any problems finding the above, then:

1. Hit the Apply button in the upper ribbon of your Dashboard:

Alabama Department of Early Childhood Education



Apply

Fax to File

2. Enter the access Code 501C3 in the "Access Code" box:

Apply Fax to File

Role Applicant

Apply

If you have been provided with an Access Code, you may enter it in the box at the top of the page.

3. Look for the box below and click on "APPLY":

2019 Children's Policy Council 501C3

Accepting Submissions from 08/16/2019 to 12/31/2019

Apply

Preview Send to GrantHub

2019 Children's Policy Council 501C3

Alabama Department of Early Childhood Education

Project Specifications

Project Name*

Use the name of the Children's Policy Council here.

Character Limit: 100

Children's Policy Council Mailing Address:*

Please give the mailing address of the Children's Policy Council.

Character Limit: 250

Children's Policy Council Telephone Number:*

Please give the telephone number of the Children's Policy Council.

Character Limit: 250

Applicant Name:*

Give the first and last name of the individual completing this application.

Character Limit: 50

Applicant Job Title:*

Give the job title of the individual completing this application.

Character Limit: 50

Applicant Email Contact*

Give the email address of the applicant.

Character Limit: 250

Applicant Phone Number*

Give the phone number of the applicant.

Character Limit: 250

Project Narrative

Project Description:*

Briefly describe the project for which you are requesting funding.

Character Limit: 500

Budget

Grant Amount:

\$500.00

Budget Narrative:

The entire requested amount will be expended on filing fees or costs associated with applying for non-profit status (501C3). The fees will be paid to the U.S. Internal Revenue Service (IRS) and Alabama State government agencies such as the Secretary of State, county probate office or other government entity.

Financial Information

Financial Agent/Entity*

Please give the name of the financial agent/entity that will receive the payment of grant funds. **This financial agent/entity must be registered in Alabama's Vendor Self Service Portal and have a verified Vendor Code and Address Code. All entities receiving funds from the State of Alabama must have correct information in Alabama's Vendor Self Service Portal to ensure that the payments are not rejected or delayed by the State of Alabama Department of Finance. To apply for a Vendor Code, please click here.**

Character Limit: 250

Vendor Code*

Please provide the financial agent/entity's verified Vendor Code for the State of Alabama.

Character Limit: 250

Address Code*

Once the financial agent/entity has a Vendor (VC) code with the State of Alabama, a valid address code for payments must also be provided. Please provide this code, which will be provided to you in the Vendor Self Service registration process, so that we ensure payments can be processed. If a valid Address Code (AD) is not provided, payments cannot be processed through the state accounting system.

Please Note: If your organization has multiple AD codes, please verify with your Chief Financial Officer which AD code should be used. **DO NOT ENTER AN ADDRESS OR ZIP CODE HERE. ADDRESS CODES BEGIN WITH AN "AD".**

Character Limit: 50

Financial Contact*

List the first and last name of the financial contact person for the financial agent/entity that will receive the payment of grant funds.

Character Limit: 250

Financial Contact Email*

Please provide the email of the financial contact person for the financial agent/entity that will receive the payment of grant funds.

Character Limit: 250

Financial Contact Phone Number*

Please give the contact phone number for the financial contact person for the financial agent/entity that will receive the payment of grant funds.

Character Limit: 250

2019 Children's Policy Council 501C3

Alabama Department of Early Childhood Education

Memorandum of Understanding

The Department of Early Childhood Education (DECE) hereby awards the organization named herein the amount stated herein for the purposes of supporting the filing for 501C3 status with the U.S. Internal Revenue Service (IRS). This award is based on the availability of federal funds and is awarded with all the applicable rules, regulations and conditions of DECE.

Project Name*

Please name the Children's Policy Council here.

Character Limit: 100

Vendor Code

Please provide the financial agent/entity's verified Vendor Code for the State of Alabama.

Character Limit: 250

Address Code

Once the financial agent/entity has a Vendor (VC) code with the State of Alabama, a valid address code for payments must also be provided. Please provide this code, which will be provided to you in the Vendor Self Service registration process, so that we ensure payments can be processed. If a valid Address Code (AD) is not provided, payments cannot be processed through the state accounting system.

Please Note: If your organization has multiple AD codes, please verify with your Chief Financial Officer which AD code should be used. **DO NOT ENTER AN ADDRESS OR ZIP CODE HERE. ADDRESS CODES BEGIN WITH AN "AD".**

Character Limit: 50

Amount Awarded

Character Limit: 20

Funding Source

Choices

State Education Trust Fund

Mixed Funding

PDGB5

Assurances & Joint Responsibilities

The Grantee hereby certifies and represents that it understands that grant funds received shall be subject to and incorporate the following assurances, joint responsibilities and conditions of the DECE.*

Choices

I agree

Federal and State Laws, Rules and Regulations:

Grantee shall comply with all Federal and State rules and regulations appropriately, applicable and binding as may be published in an official and legal manner.

Hold Harmless:

The Grantee will hold harmless the Alabama Department of Early Childhood Education from any damage or injury sustained by any person or property in any manner.

Project Funding

Funding for the project will be contingent upon receipt by DECE of funds for that purpose.

Inspection and Audit

The DECE or any duly authorized state representative of DECE shall have access, for the purpose of audit and examination, to any financial books, documents, papers, and records of the sub-grantee related to this grant and to relevant financial books and records of sub-grantees as provided by appropriate rules and regulations.

Maintenance and Retention of Records

All sub-grantee records relating to this grant, including books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records must be retained for three (3) years.

Non-Transferability Clause

This Agreement may be terminated by either party. The Grantee shall not have the right to assign or transfer its rights or obligations under the Agreement without the written consent of the Lead Agency. This Agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

Acceptance of Award

Funding Understanding*

By checking the box below, the undersigned acknowledge that this grant award is contingent upon the availability of federal funds.

Choices

I agree

Certification of Information*

We, the undersigned, agree that all information provided is correct and understand that any incorrect information may delay payment of grant funds by the DECE.

Choices

I have checked this information and agree

The undersigned hereby signify acceptance of the grant award and agree to terms and conditions set forth within this MOU. The undersigned agree to comply with guidelines set forth by DECE and with laws and guidelines set forth by the State of Alabama and the federal government.

The undersigned agree to submit this MOU by electronic means. By signing this MOU electronically, the undersigned certify that:

- The undersigned understands the statements and requirements contained in this MOU.
- The undersigned are authorized to legally sign and commit to the requirements of this MOU on behalf of the Grantee organization.

The undersigned understands that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

Authorized Signature of Children's Policy Council*

Type your full name - First Name and Last Name are required

Character Limit: 250

Title*

Please type in the title of your position.

Character Limit: 50

Authorized Signature of Financial Agent of Children's Policy Council*

Character Limit: 75

Title*

Please type in the title of your position.

Character Limit: 75

Show Signature?

Show Signature?

Choices

Yes

No

Signature

Jana Ross

Date:*

Character Limit: 10

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: December 5, 2019

RE: Contract No. 52110-19B-009
Law Enforcement Emergency Equipment

I request that the attached Amendment No. 1 to Gulf States Distributors contract for Law Enforcement Emergency Equipment be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 22, 2020 and ending on January 21, 2021.

Gulf States Distributors would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52110-19B-009

Amendment No. 1

Contract with Gulf States Distributors for law enforcement emergency equipment, is hereby extended for one (1) year, beginning January 22, 2020 and ending January 21, 2021.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Khristie Davis, Buyer
DATE: December 6, 2019 *LD*
RE: Invitation to Bid No. 53300-20B-003
Uniform Rental

Request approval of award on the above referenced Invitation to Bid to Cintas Corporation based on unit pricing in the amount of \$108.91, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for three (3) years from date of award. Prices shall remain firm for the entire contract period.

Coordination of award made with George Speake, County Engineer and Lamar Allen, General Service Director of Support Service.

Attachment

•

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 53300-20B-003				Cintas 1141 Emory Folmar Blvd. Montgomery, AL 36110 Antonio Jordan jordana@cintas.com Minority Owned Yes No X		Municipal & Comm. Uniforms 2208 3rd Avenue N Birmingham, AL 35203 NO BID							
DATE ISSUED: November 6, 2019													
DATE OPENED: November 25, 2019													
REQUESTING DEPARTMENT: Engineering, Support Service, Fleet Maint.													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Shirts: Industrial Wear Long Sleeve	2	11	\$0.15	\$3.30								
	100% Cotton												
2	Shirts: Industrial Wear Short Sleeve	2	11	\$0.15	\$3.30								
	100% Cotton												
3	Shirts: Industrial Wear Long Sleeve	7	11	\$0.15	\$11.55								
	65% Polyester, 35% Cotton												
4	Shirts: Industrial Wear Short Sleeve	7	11	\$0.15	\$11.55								
	65% Polyester, 35% Cotton												
5	Pants: Industrial Wear	3	11	\$0.25	\$8.25								
	65% Polyester, 35% Cotton												
6	Pants: Work Jeans, Loose Fit, 5 Pocket	3	11	\$0.46	\$15.18								
	Carhartt 100% Cotton; 11.75 oz.												
7	Pants: Denim Jeans; Carpenter, Carhartt	3	11	\$0.46	\$15.18								
	100% Cotton, 15 oz.												
8	Pants: Action Back Coverall	1	2	\$0.50	\$1.00								
	65% Polyester, 35% Cotton												
9	Jacket: Hip Length	7	2	\$0.25	\$3.50								
	65% Polyester, 35% Cotton												
TOTAL BID AMOUNTS													

Notes:

4-2

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 53300-20B-003				Cintas 1141 Emory Folmar Blvd. Montgomery, AL 36110 Antonio Jordan jordana@cintas.com Minority Owned Yes No X		Municipal & Comm. Uniforms 2208 3rd Avenue N Birmingham, AL 35203 NO BID							
DATE ISSUED: November 6, 2019													
DATE OPENED: November 25, 2019													
REQUESTING DEPARTMENT: Engineering, Support Service, Fleet Maint.													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
10	Dust Mops 36"	ea.	6	\$0.75	\$4.50								
11	Mop Frames 36"	ea.	6	\$0.05	\$0.30								
12	Wood Dust Mop Handles	ea.	6	\$0.05	\$0.30								
13	Small Shop Towels, Red 14" x 15"	ea.	100	\$0.08	\$8.00								
14	Terry Towel, White 16" x 16"	ea.	50	\$0.12	\$6.00								
15	3 x 5 Scraper Mat, Black	ea.	4	\$2.00	\$8.00								
16	3 x 10 Mat, Black Carpeted	ea.	1	\$5.00	\$5.00								
17	4 x 6 Mat, Black Carpeted	ea.	1	\$4.00	\$4.00								
TOTAL BID AMOUNTS					\$108.91								

Notes:

4-3

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 53300-20B-003

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 14th day of January 2020, by and between Cintas Corporation of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Cintas Corporation. agrees to furnish Uniforms and Service for the Montgomery County Commission, in accordance with all the provisions of Invitation to Bid No. 53300-20B-003 as issued by the Montgomery County Commission on November 6, 2019, (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Cintas Corporation and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for three (3) years, beginning January 14, 2020, and ending January 13, 2023. That prices bid shall remain firm for the entire contract period, providing funds are made available by the Montgomery County Commission.
3. That Montgomery County Commission and Cintas Corporation reserve the right to cancel the contract with a thirty (30) day written notice to Cintas Corporation and/or Montgomery County Commission, anytime during the contract period.
4. That Cintas Corporation 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 Cintas Corporation, 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. Cintas Corporation agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Cintas Corporation also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

5. 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 Cintas Corporation.
6. 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 14th day of January 2020.

WITNESS:

CINTAS CORPORATION

BY: _____

TITLE: _____

WITNESS

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

RESOLUTION OF THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA

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 _____, 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, as amended (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 and purchase of land located in the Montgomery Industrial Park (the "Park"); and,

WHEREAS, the land governed by the Option is subject to that Declaration of Covenants, Restrictions and Easements adopted by the Commission at its meeting of July 19, 2004, recorded in the Office of the Judge of Probate of Montgomery County, Alabama (the "Recording Office") in Real Property Book 2946, at Page 62, as amended by that Declaration of Covenants, Restrictions and Easements adopted by the Commission at its meeting of August 30, 2004, recorded in the Recording Office in Real Property Book 2954, at Page 536 (the "Restrictions"); and,

WHEREAS, Industrial Partners has routinely purchased parcels subject to the Option in Industrial Partners' name and developed those parcels for lease or sale to users; and,

WHEREAS, the Commission has proposed to Industrial Partners that it exercise its option to purchase 42.4 +/- acres of land at \$30,000 per acre per Exhibit A, which land is subject to the Option (the "Remaining Three Lots"); and,

WHEREAS, Industrial Partners is willing to purchase the Remaining Three Lots no later than June 1, 2020; and,

WHEREAS, Industrial Partners is willing to exercise its right to purchase the Remaining Three Lots subject to the Commission's waiver of any obligation in the Option (whether under Sections 2.1, 2.2 thereof or otherwise) to commence construction of improvements on the Remaining Lots within 180 days of the exercise of the Option or any other development time requirement (the "Waiver"); and,

WHEREAS, Industrial Partners will only sell the lots after a building or buildings have been constructed on the lots for lease or sale to users (the "Development Condition"); and,

WHEREAS, the Commission has determined that the conveyance of the Remaining Lots with the Waiver and subject to the Development Condition 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 agrees to execute, and perform under, a Purchase and Sale Agreement with Industrial Partners for 42.4 +/- Acres (Three Remaining Lots) at a sales price of \$30,000 per acre which (i) contains the Waiver, (ii) contains the Development Condition, (iii) provides that the sale and purchase will occur no later than June 1, 2020, and (iv) otherwise implements the terms and conditions of the Option; and,

FURTHER RESOLVED, that the except as otherwise provided in these resolutions, the terms of the Restrictions and the Option are ratified and confirmed.

ADOPTED AND APPROVED by The County Commission of Montgomery County, Alabama on this _____ day of January, 2020.

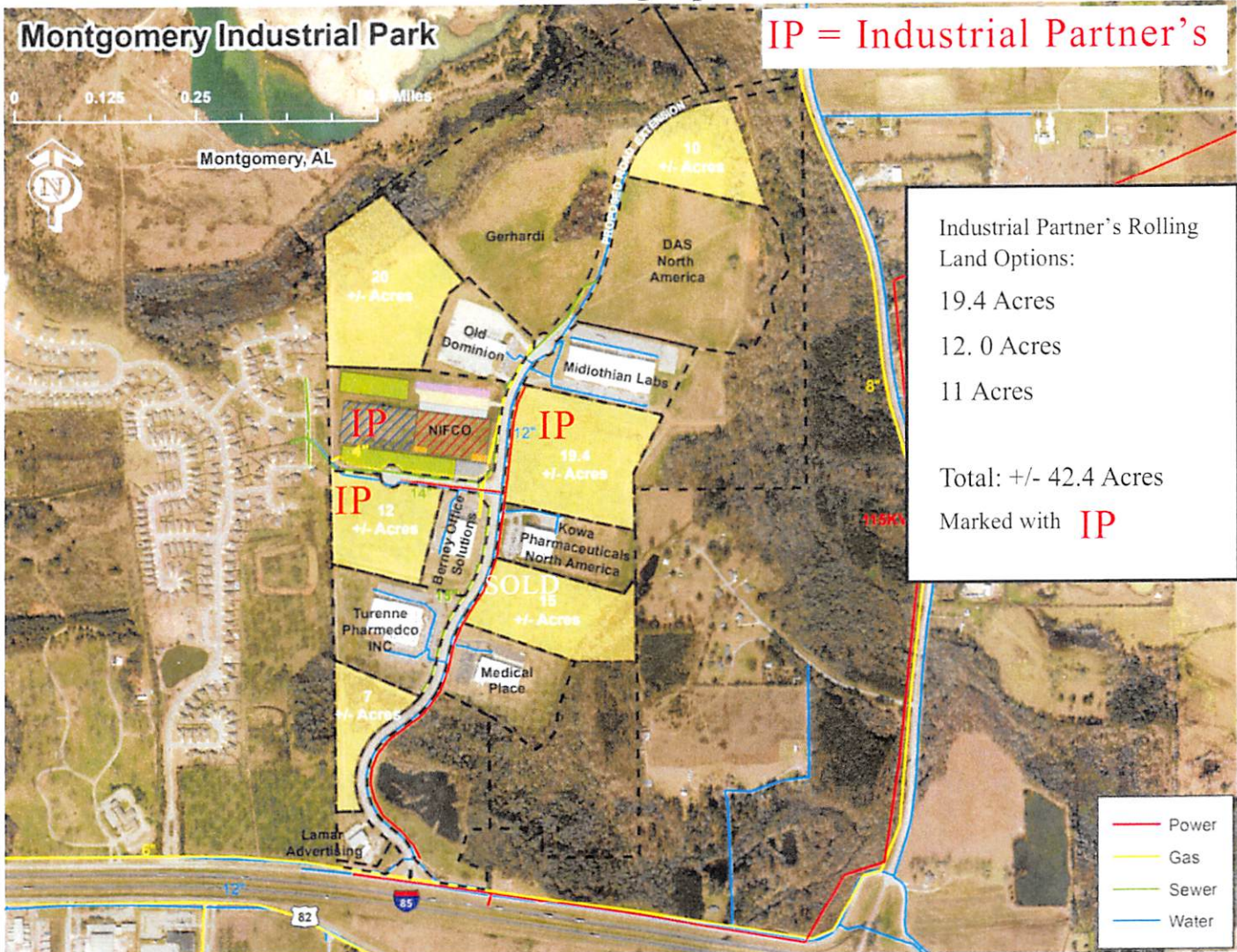
Chairman, The County Commission of
Montgomery County, Alabama

ATTEST:

Donald L. Mims, County Administrator

Exhibit A

Industrial Partner's Rolling Option Lots Remaining *





INDUSTRIAL Partners, LLC

Industrial Buildings Are Our Focus

December 9, 2019 **Brokerage | Investment | Development**

Thomas T. Gallion, III, Esquire
Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117

RE: Purchase of Remaining Three Lots, Montgomery Industrial Park

Dear Tommy:

Donnie Mims asked me to consider whether Industrial Partners, L.L.C. would consider accelerating the purchase of the remaining three Montgomery Industrial Park lots under the 2004 option. The proposed sales price is above the price formula in that option. The land would cost approximately \$1,272,000, based on a per acre price of \$30,000 and subject to a survey determining the actual acreage of the remaining three lots.

I am inclined to do this but there is a construction requirement in the option that creates a problem for Industrial Partners. I am willing to take on more land that I need at this time, but I need that construction commencement deadline waived in order for this accelerated purchase to be workable for me. I have had the attached proposed County Commission resolution drafted which would waive that restriction on these remaining three lots. It follows the form of the resolution the County Commission adopted to accommodate KOWA in October by waiving the same restriction.

I understand the County's desire in 2004 to establish this deadline for each purchased lot. The park was just established and it was important that the project get off to a strong start. In the last fifteen years, however, Montgomery Industrial Park has built out well. Industrial Partners has been pleased and proud to cooperate with the County in facilitating that development and this initial concern has, in my opinion, already been addressed by the current state of the park.

Industrial Partners is still committed to building out the industrial park and its willingness to purchase 42.4 +/- acres of land at \$30,000 per acre is the best evidence of that. Although it is willing to incur that expense at this time, Industrial Partners cannot assume the responsibility, risk and expense of constructing buildings when there is an insufficient demand. Neither the County nor Industrial Partners has a crystal ball to foresee the timing and direction of for industrial space demand but please understand that Industrial Partners, by purchasing this land now, would have even more reason to push forward with construction once demand increases so that it can recoup its investment in Montgomery East.

I will be glad to discuss this at your convenience.

Yours truly,

Nimrod T. Frazer, Jr.



Haskell Slaughter Gallion & Walker, LLC

442 Winton M. Blount Loop

Montgomery, Alabama 36117

t 334 265 8573 | f 334 264 7945

MEMORANDUM

December 12, 2019

TTC

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Resolution and Purchase and Sale Agreement -Remaining Lots Industrial Park

I have reviewed the Revised Resolution and Purchase and Sale Agreement regarding the remaining lots at Montgomery Industrial Park. I have discussed these documents with Nim Frazer. All of the documents appear to be in order other than the incorrect address for Industrial Partners and the word East should be removed. It is my understanding that Nim is making the suggested corrections.

With those corrections, the documents are in order and can be executed. The documents will be legal and binding on all parties upon execution.

I am also of the opinion that the services provided for in this agreement is 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 this agreement should not be approved if it is the desire of the Montgomery County Commission.

50051-317

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into by **INDUSTRIAL PARTNERS, LLC**, an Alabama limited liability company ("Industrial Partners") and **THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA**, a body corporate and political under the laws of the State of Alabama (the "Commission"), effective as of the date last execution, as reflected below (the "Agreement Date").

Recitals

- A. The Commission entered into an Option and Purchase and Sale Agreement dated August 30, 2004, as amended (the "Option") with Industrial Partners for the periodic sale and purchase of land located in the Montgomery Industrial Park (the "Park").
- B. The Park is subject to that Declaration of Covenants, Restrictions and Easements adopted by the Commission at its meeting of July 19, 2004, recorded in the Office of the Judge of Probate of Montgomery County, Alabama (the "Recording Office") in Real Property Book 2946, at Page 62, as amended by that Declaration of Covenants, Restrictions and Easements adopted by the Commission at its meeting of August 30, 2004, recorded in the Recording Office in Real Property Book 2954, at Page 536 (the "Restrictions").
- C. All of the land subject to the Option has been sold by the Commission to Industrial Partners except three lots in the Park containing 42.4 acres, more or less and depicted in that map attached hereto as **Exhibit "A"** (the "Remaining Three Lots" or the "Property").
- D. Industrial Partners is willing to exercise its right under the Option to purchase the Remaining Three Lots, provided that it can obtain a waiver of any obligation in the Option (whether under Sections 2.1, 2.2 thereof or otherwise) to commence construction of improvements on the Remaining Three Lots within 180 days of the exercise of the Option or any other development time requirement (the "Waiver").
- E. The Commission is willing to grant the waiver provided that Industrial Partners agrees that the Remaining Three Lots will be (i) sold at a price of \$30,000 per acre, (ii) closed on or before June 1, 2020, and (iii) made subject in the deed of conveyance to an additional restriction that none of the Remaining Three Lots, and no portion of said lots, can be conveyed by Industrial Partners unless and until the property to be conveyed has been improved with a completed building or buildings and related improvements in a condition for use permitted by the Restrictions (the "Development Condition").
- F. It is the intention of the Commission and Industrial Partners to effectuate the exercise and implementation of the Option for the Remaining Three Lots as modified by this Agreement.

Terms of Agreement

1. Property. Subject to the terms and provisions hereof, the Commission agrees to sell to Industrial Partners, and Industrial Partners agrees to purchase from the Commission, the Property consisting of the Remaining Three Lots depicted in Exhibit "A."

2. Purchase Price. The purchase price for the Property is the product of \$30,000.00 times the number of acres in the Property (calculated to the nearest 1/1000th acre) (the "Purchase Price").

The number of acres shall be determined by the survey to be provided by the Commission as addressed in Section 4 below. The Purchase Price, less deductions for credit and prorations (if any), shall be paid in cash, wired funds or certified check at closing, as designated by the Commission. The closing of the sale contemplated by this Agreement is hereinafter called the "Closing."

3. **Title**. Within 45 days after the Agreement Date, the Commission shall deliver to Industrial Partners a commitment on the Property (the "Title Commitment") issued by either Commonwealth Title Insurance Company, Chicago Title Insurance Company, First American Title Insurance Company or Mississippi Valley/Old Republic National Title Insurance Company (the "Title Company"), acting through its local agent for the issuance of an owner's marketable fee simple title insurance policy (the "Title Policy") on the Property in the amount of the Purchase Price, together with legible copies of all documents which constitute exceptions to title. Industrial Partners shall have until 45 days after the receipt of the Title Commitment and the Survey [defined in Section 4 below] to review those documents (the "Title Review Period") and to notify the Commission of such written objections as Industrial Partners may have to the contents of those documents which adversely affect the state of title to the Property. In the event objections are timely made by Industrial Partners, the Commission shall have a period of 30 days (or longer if so extended in writing by Industrial Partners) from the receipt of the same in order to cure such objections. The Commission shall exert reasonable diligent efforts to cure all defects and, in any event, shall cause at or before Closing the removal of all liens encumbering the Property except current ad valorem taxes not due and payable as of Closing. Failure to cure the objections to Industrial Partner's satisfaction shall give Industrial Partners the right, at Industrial Partner's option either to waive the title objections and proceed to Closing, or terminate this Agreement, in which event all rights and obligations between the parties under this Agreement shall be null and void. Any matters reflected in the Survey or the Title Commitment to which Industrial Partners does not timely object (the "Permitted Exceptions") shall be deemed acceptable to Industrial Partners, provided, however, that Industrial Partners shall retain the right to object to any matters arising after the effective date of the Title Commitment or the Survey.

4. **Condemnation**. In the event there are threatened or pending condemnation proceedings affecting the Property at any time prior to Closing, Industrial Partners may at its option (i) proceed to Closing without adjustment of the Purchase Price and receive an assignment to all condemnation proceeds pertaining to the Property, or (ii) terminate this Agreement, whereupon all rights and obligations between the parties under this Agreement shall be null and void.

5. **Survey**. Within 45 days after the Agreement Date, the Commission shall deliver to Industrial Partners a boundary survey of the Property (the "Survey") prepared by a surveyor licensed in the State of Alabama. A copy of the Survey shall be simultaneously furnished to the Title Company. The Survey shall be sufficient to permit the Title Company to eliminate the standard printed exceptions in the Title Policy pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements and similar matters. The Survey shall meet the current Standards of Practice for Surveying in the State of Alabama issued by the Alabama Society of Professional Land Surveyors and shall be certified to the Commission, Industrial Partners and

the Title Company.

5. Right of Entry; On-Site Inspections. Industrial Partners or its agents shall be entitled to enter upon the Property at any time after the Agreement Date for the purpose of conducting environmental site assessments, soil tests, engineering studies or any other analyses (the "On-site Inspections"). Industrial Partners hereby indemnifies and holds the Commission harmless from any and all claims, damages, expenses and costs (including reasonable attorneys fee) arising from injuries to persons or property as a result of the On-site Inspections, regardless of whether those performing such inspections are independent contractors, or agents, employees or servants of Industrial Partners. Notwithstanding any provision in this Agreement to the contrary, this indemnity shall survive any Closing under or termination of this Agreement. In the event the Closing does not occur, Industrial Partners shall repair and restore the Property from any changes thereto caused by the On-site Inspections. In the event the On-site Inspections reveal a condition which, in Industrial Partners' judgment, materially adversely affects the development of any of the Remaining Three Lots for purposes consistent with the Park, then Industrial Partners shall have the right to terminate this Agreement.

7. Warranties and Representations of the Commission. All of the Commissioner's warranties and representations made in Section 5.1 of the Option are incorporated into this Agreement, effective as of the Agreement Date.

8. Real Estate Commissions. Each party represents and warrants to the other that no real estate or other commissions or fees are due in connection with the sale contemplated by this Agreement.

9. Closing Place and Time. The Closing shall take place at such time as the parties shall mutually agree at the offices of the Commission's attorney or agent, on or before June 1, 2020 on a date specified by Industrial Partners at least ten days prior to the specified closing date.

10. Closing Documents and Procedures; Closing Costs. At Closing:

(a) The Commission shall execute and deliver a Statutory Warranty Deed for the Property to Industrial Partners (i) containing the Waiver, and (ii) subject to the Permitted Exceptions, the Restrictions and the Development Condition. The Commission shall also execute and deliver to Industrial Partners a Real Estate Value or Transfer Tax Declaration required under Alabama law;

(b) Possession of the Property shall be delivered to Industrial Partners by the Commission;

(c) The Commission shall execute standard title insurance company form affidavits (owner/seller affidavits, etc.) reasonably requested by Industrial Partners for the issuance of an owner's title insurance policy. The Commission shall also deliver to Industrial Partners evidence reasonably satisfactory to Industrial Partners that all necessary action has been duly taken in order to authorize this transaction and that those acting on behalf of the Commission in the performance and consummation of this Agreement have been duly authorized;

(d) In the event the transaction contemplated by this Agreement is subject to any laws providing for the withholding of funds from the sale proceeds for tax liability, the Commission agrees that Commission shall be subject to having such funds withheld in accordance with applicable laws unless (i) the Commission qualifies for an exemption from any such withholding requirements, and (ii) executes all such documents required by law to qualify for such exemption

and necessary to release the person or entity responsible for collection of the funds from liability for failure to do so. The Commission shall execute non-foreign affidavits and other certificates reasonably required by the Title Company or Industrial Partners to satisfy this requirement;

- (e) The parties shall execute a closing statement;
- (f) Ad valorem taxes for the current year shall be prorated as of the date of Closing.
- (g) Industrial Partners shall deliver the Purchase Price (less credits) to the Commission.
- (h) The closing costs shall be paid as follows:
 - (1) Search fees, premiums and other fees associated with the issuance of the Title Commitment or the Title Policy shall be paid by the Commission;
 - (2) The Commission shall pay the cost of the Survey;
 - (3) The Commission shall pay Alabama transfer tax on the Statutory Warranty Deed, if any. All other costs, fees or taxes associated with the recording of the Statutory Warranty Deed shall be paid by Industrial Partners; and,
 - (4) Each party shall pay its own attorneys' fees.

11. Notices, Remittances and Other Deliveries. All notices, demands, requests, remittances or other deliveries required or permitted hereunder shall be in writing and sent to the addresses provided below:

to Industrial Partners Industrial Partners
 Attention: Nimrod T. Frazer, Jr.
 4747 Woodmere Boulevard
 Montgomery, Alabama 36106
 Fax: (334) 244-8650

to the Commission: Montgomery County Commission
 P.O. Box 1667
 Montgomery, Alabama 36102
 Attention Donald L. Mims, Administrator
 Fax: (334) 832-2533

with a copy to: Thomas T. Gallion, III, Esq.
 Haskell, Slaughter Young & Gallion, LLC
 P.O. Box 4660
 Montgomery, Alabama 36103-4660
 Fax: (334) 264-7945

Notice shall be deemed to be delivered, whether or not actually received, when the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or when received if hand delivered or delivered by express courier, or upon confirmation of transmission, if transmitted by telefax, as the case may be.

12. Entire Agreement; Relationship to Option; Execution; Amendments; Governing Law; Operative Dates.

(a) Except as otherwise stated in this subsection (a), this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and

contemporaneous agreements and understandings. This Agreement constitutes an exercise by Industrial Partners of its rights to purchase the Remaining Three Lots pursuant to the Option. This Agreement and the Option are to be read in conjunction with each other, provided, however, that in the event there is a conflict between the provisions of the Option and this Agreement, the terms of this Agreement shall control. In the event this Agreement is terminated by either party for any reason other than a default by Industrial Partners, the terms of the Option shall survive and be effective.

(b) The Recitals in this Agreement are incorporated into and constitute a part of this Agreement.

(c) Multiple counterparts of this Agreement may be executed by the parties hereto. Each such executed counterpart shall have the full force and effect of an original executed instrument. Furthermore, complete execution of this Agreement shall exist if counterparts thereof, taken together, reflect execution by all parties.

(d) This Agreement may not be modified or amended, except by an agreement signed by the Commission and Industrial Partners.

(e) This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama and shall not be subject to any rule of interpretation which creates a presumption based on which party drafted the Agreement or any portion thereof.

(f) If any deadline or other operative date specified in this Agreement (other than the Agreement Date) should fall on a Saturday, Sunday or a holiday recognized by the United States government ("Non-Business Day"), then that date shall be modified and extended to next day that is not a Non-Business Day.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement, effective as of the date of last execution, as reflected below.

WITNESS:

INDUSTRIAL PARTNERS, LLC

By: _____

Nimrod T. Frazer

Its: Manager

Date executed: _____

**THE COUNTY COMMISSION OF
MONTGOMERY COUNTY, ALABAMA**

By: _____

Chairman, The County Commission of
Montgomery County, Alabama

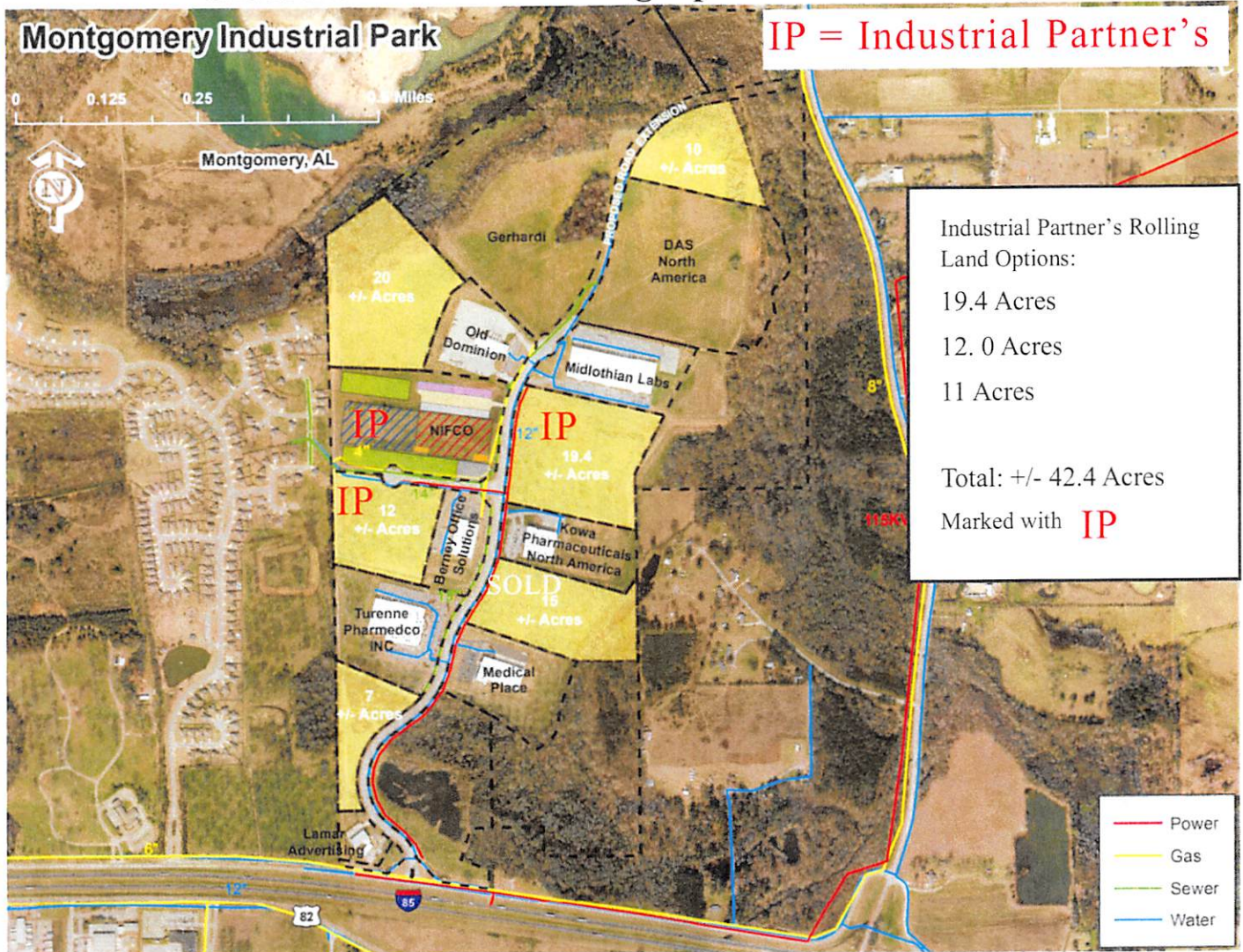
ATTEST:

Donald L. Mims, County Administrator

EXHIBIT "A"
Map of the Property

Exhibit A

Industrial Partner's Rolling Option Lots Remaining *





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

MEMORANDUM

December 12, 2019

TTE

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Resolution and Purchase and Sale Agreement -Remaining Lots Industrial Park-Revised

I have reviewed the Revised Resolution and Purchase and Sale Agreement regarding the remaining lots at Montgomery Industrial Park with the suggested corrections from my previous opinion.

The documents are in order and can be executed. The documents will be legal and binding on all parties upon execution.

I am also of the opinion that the services provided for in this agreement is 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 this agreement should not be approved if it is the desire of the Montgomery County Commission.

50051-317

6-8

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

December 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Purchase and Sale Agreement for Property located at the Montgomery County Activity Center

At our last County Commission meeting, Commissioner Doug Singleton recommended the sale of a small strip of property at the Montgomery County Activity Center in Grady to neighbor Tom Hall for the construction of a road to his property. The road goes through a gully area and the proposed property for sale would not be used for functions at the Activity Center.

I am still working the issue and hope to have a Purchase and Sale Agreement for approval at the January 14, 2020 County Commission meeting. This sale does not involve very much property.

DLM/tn

A COUNTY OLDER THAN THE STATE



National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059
Phone: 888.407.NACo (6226)
Fax: 866.467.1825
EIN# 53-0190321

Customer ID:1101

Invoice

Mr. Donald L. Mims
Executive Director- Community Corrections
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice #: 259850
Invoice Date: 11/18/2019

Our LockBox address has changed

Description	Quantity	Price	Discount	Amount
County Membership Dues	1	\$4,587.00	\$0.00	\$4,587.00
01/01/2020 - 12/31/2020				

Thank you so much for your NACo membership!

For billing specific questions or updates, please contact
accountsreceivable@naco.org.

If you would like to learn more about your NACo membership, please visit
www.naco.org/membership for more information or contact the Membership Team at
membership@naco.org.

Invoice Total	\$4,587.00
Taxes	\$0.00
Amount Paid	\$0.00
PLEASE PAY	\$4,587.00

National Association of Counties (NACo) is a 501(c)(4). Payments are not deductible as charitable contributions.

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

Our LockBox address has changed

Customer ID: 1101

Mr. Donald L. Mims
Executive Director- Community Corrections
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice #: 259850

Remit Payment To:
National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059

8-1

We encourage you to submit payments electronically by ACH credit
Capital One Bank Routing# (ABA) - 065 000 090 Account # 136 129 7942



Thank you so much for your continued NACo membership!

Just like your state association represents you in the state capital, NACo is your national organization, representing counties, parishes and boroughs in Washington, D.C.

NACo delivers unmatched value to our member counties through:

- Federal Policy Advocacy
- Cost-Saving Solutions
- Leadership Experiences
- Idea and Innovation Exchanges

Your NACo membership connects you with an important support network of fellow county government officials and serves as a valuable resource for your county.

Enclosed please find an invoice for your 2020 NACo membership. For questions regarding your membership, please contact the Membership Team at membership@naco.org.

We value your engagement with NACo and will work with you in any way we can to support your needs.

Thank you!

Kimberly A. Hall
Director of Membership
khall@naco.org
202.942.4221



GARRETT COLISEUM

INVOICE

MONTGOMERY COUNTY COMMISSION
ATTENTION CHAIRMAN ELTON DEAN
P.O. BOX 1667
MONTGOMERY AL 36102-1667

Invoice Date
Dec 4, 2019

Invoice Number
INV-0098

Reference
FY 2020 - County
Commission

The Garrett Coliseum
1555 Federal Dr
MONTGOMERY AL 36107
USA

Description	Quantity	Unit Price	Amount USD
FY 2020 - Appropriation of Garrett Coliseum - Montgomery County Commission	1.00	50,000.00	50,000.00
Subtotal			50,000.00
TOTAL USD			50,000.00

Due Date: Dec 4, 2019

PAYMENT ADVICE

To: The Garrett Coliseum
1555 Federal Dr
MONTGOMERY AL 36107
USA

Customer MONTGOMERY COUNTY COMMISSION
Invoice Number INV-0098
Amount Due 50,000.00
Due Date Dec 4, 2019
Amount Enclosed

Enter the amount you are paying above

December 10, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Perry Street Parking Deck Renovation

At the Commission meeting on October 21, 2019, Goodwyn Mills and Cawood architects Freddie Lynn and Richard Painter recommended that the County renovate the existing Perry Street Parking Deck and presented a cost estimate prepared by Gleeds in the amount of \$2,713,020.44, which included approximately \$195,00 already paid for selective demolition at the site.

I request that authorization for Goodwyn Mills and Cawood to prepare final construction documents and move forward with the bid process be placed on the next agenda. Please note that the next meeting date is Tuesday, January 14, 2020.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: December 9, 2019

RE: Invitation to Bid No. 51100-20B-007
Clean Saturday Refuse Collection Service

Request approval of award on the above referenced Invitation to Bid to the only responsible bidder, Amwaste, LLC. in the amount of \$80,460.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Florence Cauthen, Deputy Administrator.

Attachment

•

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 31 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51100-208-007				Amwaste 8850 Minnie Brown Road Montgomery, AL 36117 Attn: Cal Franklin (334)201-1919 Is Company Minority Owned Yes X No									
DATE ISSUED: 11/13/19													
DATE OPENED: 12/04/19													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Part I- Residential Compactor Collection Trucks												
1	Pike Road	MO	12	\$815.00	\$ 9,780.00								
2	Hope Hull	MO	12	\$815.00	\$ 9,780.00								
3	Pintala School	MO	12	\$815.00	\$ 9,780.00								
4	Ramer Transfer Station	MO	12	\$815.00	\$ 9,780.00								
5	Pine Level Park	MO	12	\$815.00	\$ 9,780.00								
6	Mount Meigs	MO	12	\$815.00	\$ 9,780.00								
7	Flatwood Community Center	MO	12	\$815.00	\$ 9,780.00								
	Total cost of seven residential type collection trucks				\$ 68,460.00								
	Land Fill Cost Per Ton Based on approx.	MO	12	\$1,000.00	\$ 12,000.00								
	25 tons per month												
Total Bid Amount for Compactor Trucks					\$ 80,460.00								

Notes:

11-2

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 14th day of January, 2020, between Amwaste, LLC of Silver Springs, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Amwaste, LLC agrees to furnish Refuse Collection and Disposal Services for the Montgomery County Commission, Clean Saturday Trash Pick-UP in accordance with all provisions of Invitation to Bid No. 51100-20B-007, as issued by the Montgomery County Commission on November 13, 2019 (hereinafter referred to as the Invitation to Bid), a copy is attached hereto:

WHEREAS, In Consideration thereof, Amwaste, LLC and Montgomery County Commission agree as follows:

1. That Amwaste, LLC will haul and dispose of non-hazardous and non-infectious solid waste for the locations listed on the Invitation to Bid.
2. That Amwaste, LLC shall furnish Residential Type Compactor Collection Trucks capable of compacting not less than twenty (20) CY of solid waste. All trucks shall be manned during the hours of 10:00 a.m. and 2:00 p.m. on the last Saturday of each month or adjusted in accordance with the Montgomery County Clean-up days schedule approved by the Montgomery County Commission. Amwaste LLC personnel will assist the citizens with unloading at all locations.
3. That the Contract will begin on the 14th day of January 2020 and will end on the January 13, 2021, with the option to renew for 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.
4. The Montgomery County Commission and Amwaste, LLC may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice by either party.
5. That Amwaste, LLC will furnish Refuse Collection and Disposal Services at prices stipulated in the Invitation to Bid for residential compactor trucks and prices shall remain firm during this contract period.
6. Amwaste, LLC shall at all times be in compliance with all specifications

and special provisions of the Invitation to Bid.

7. That Montgomery County Commission may add other locations, as needed during the period of the contract.
8. That Amwaste, LLC 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 Amwaste, LLC 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. Amwaste, LLC agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Amwaste, LLC also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. 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 Amwaste, LLC.
10. 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 14th day of January 2020.

WITNESS:

AMWASTE, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: December 10, 2019

RE: Invitation to Bid No. 51500-20B-009
Off-Site Printing of Notices

Request approval of award on the above referenced Invitation to Bid to the only responsible bidder, Diversified Companies, LLC in the amount of \$33,040.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Janet Buskey, Revenue Commissioner.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51500-20B-009				Diversified Companies dba DivCo Data Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416 Is Business Minoirty Owned Yes X No									
DATE ISSUED: November 26, 2019													
DATE OPENED: December 10, 2019													
Revenue Commission													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Delinquent Notices	Lot	1	\$1,680.00	\$1,680.00								
	12,000 Each												
2	Delinquent Personal	Lot	1	\$420.00	\$420.00								
	Property Returns												
	3,000 Each												
3	Probate Notices	Lot	1	\$8,800.00	\$8,800.00								
	Certified Mail Required												
	8,000 Each												
4	Board Notices	Lot	1	\$10,350.00	\$10,350.00								
	90,000 Each												
5	Business Personal	Lot	1	\$810.00	\$810.00								
	Property - 9,000 Each												
6	Over 65/Disability	Lot	1	\$10,800.00	\$10,800.00								
	Mfg Homes Renewals												
	80,000 Each												
7	Post Cards - Exemption	Lot	1	\$180.00	\$180.00								
	Renewals - 2,000 Each												
TOTAL BID AMOUNTS					\$33,040.00								

Note 36 Bids Mailed

12-2

CONTRACTUAL AGREEMENT

This Contractual Agreement made and entered into on the 14th day of January, 2020, between Diversified Companies, LLC. of Chattanooga, Tennessee and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Diversified Companies, LLC. agrees to furnish off-site printing of notices for Montgomery County Commission in accordance with all provisions of Invitation to Bid No. 51500-20B-009 as issued by Montgomery County Commission on November 26, 2019 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Diversified Companies, LLC. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That Diversified Companies, LLC will provide off-site printing for Montgomery County Commission at prices submitted in their response to Invitation to Bid No. 51500-20B-009.
3. That the Contract will begin on January 14, 2020 and will end on January 13, 2021, with the option to renew for two (2) years, in one year periods.
4. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
5. That Montgomery County Commission and Diversified Companies, LLC. reserves the right to cancel this Contract at any time during the contract period, providing either party gives a sixty (60) day written notice.
6. That purchase orders will be issued to Diversified Companies, LLC. by Montgomery County Commission, as off-site printing is needed.

7. That Diversified Companies, LCC. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid
8. Diversified Companies, LLC. 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 Diversified Companies, LLC., 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 Diversified Companies, LLC., its employees, agents and officers. Diversified Companies, LLC. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Diversified Companies, LLC. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. 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 meditation 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 meditation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute 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 Diversified Companies, LLC.
10. 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 14th of January, 2020.

WITNESS:

DIVERSIFIED COMPANIES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Office of Public Affairs

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

Proposed “On the Road” tour dates:

February 11 – District 1, Commissioner Harris

Location: (tentatively) Trenholm State Community College

Information Session: 4 pm

Formal Session: 5:30 pm

April 6 – District 4, Commissioner Sankey

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

June 1 – District 2, Chairman Dean

Location:

Information Session: 4 pm

Formal Session: 5:30 pm

August 3 – District 5, Commissioner Singleton

Location:

Information Session: 4 pm

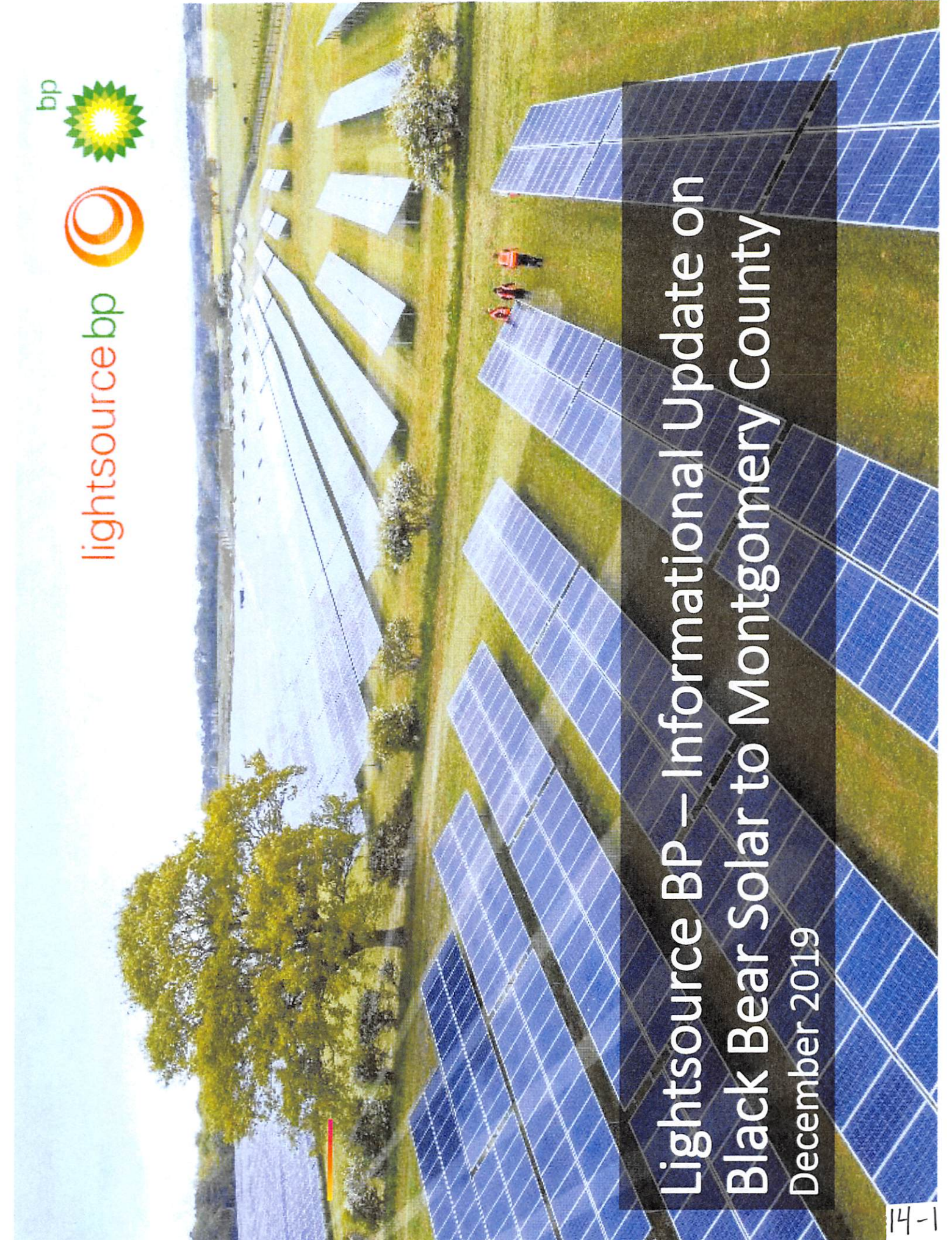
Formal Session: 5:30 pm

October 5 – District 3, Vice Chairman Walker

Location:

Information Session: 4 pm

Formal Session: 5:30 pm



Lightsource BP – Informational Update on Black Bear Solar to Montgomery County December 2019

Lightsource BP is a Global Leader in Solar Development

Over 2.3 GW of large-scale solar developed and operated

Lightsource BP is a large independent power producer. We fund, develop, construct, and manage the highest-quality solar PV projects, bringing efficiency and scale to the full lifecycle of solar power. Lightsource BP worldwide forecast to construct 10 GW by the end of 2023.

Operational
Track Record



2.3 GW

of solar developed
and operated

World Class
Financing



\$3.4 billion

deployed into
solar assets to date

Global
Platform



16 offices

across 3 continents and growing,
enabling economies of scale for
supply chains and finance

Full Lifecycle
Capabilities



350+ staff

covering the full project lifecycle in-
house, from development through
to operations

BP Strategic
Partnership



\$200 million

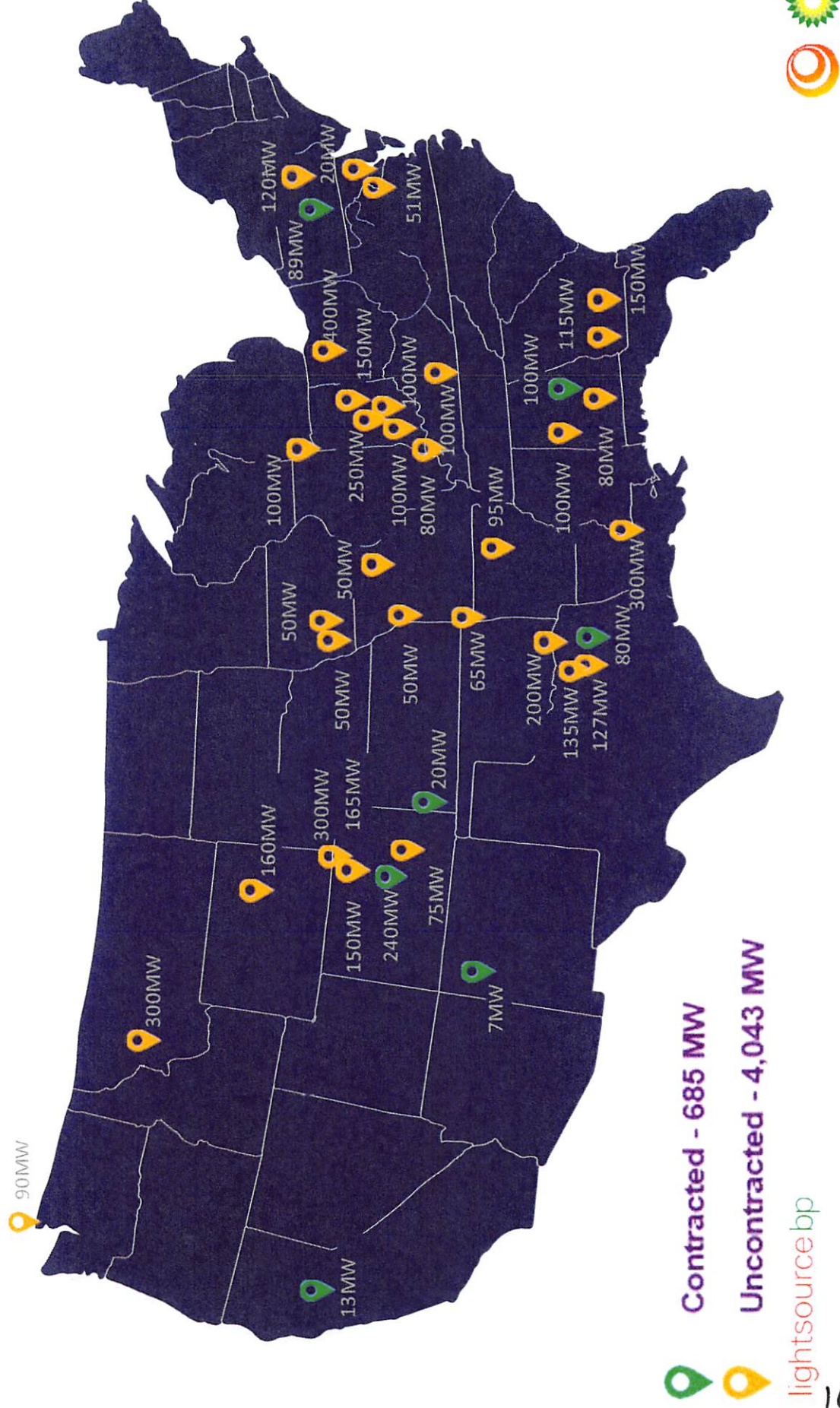
BP committed to fund new solar
projects, from a strategic
partnership announced Q4 2017

lightsource bp



Current US Pipeline for LSBP

685 MW contracted and additional 4,043 MW under development



Black Bear Solar

Project Details

Project capacity: 100 MW_{AC} / 130 MW_{DC}

Electricity production: 245,000 MWh per year

Owner and operator: Lightsource BP

Power purchaser: Alabama Municipal Electric Authority

Total project investment: \$125 million

Total size: 800 acres

of solar panels: 350,000

Contract: 20-year power purchase agreement (PPA)

Homes powered: 20,000 homes

Location: 5 miles south of Hyundai Motor Manufacturing plant
between Butler Mill Rd and HWY 31

Note: Figures approximate until system design finalized



The project will employ approximately 300 workers during the 9-12 month construction period.



The project will have minimal impact on the surrounding community, without burdening the local infrastructure after the construction period.

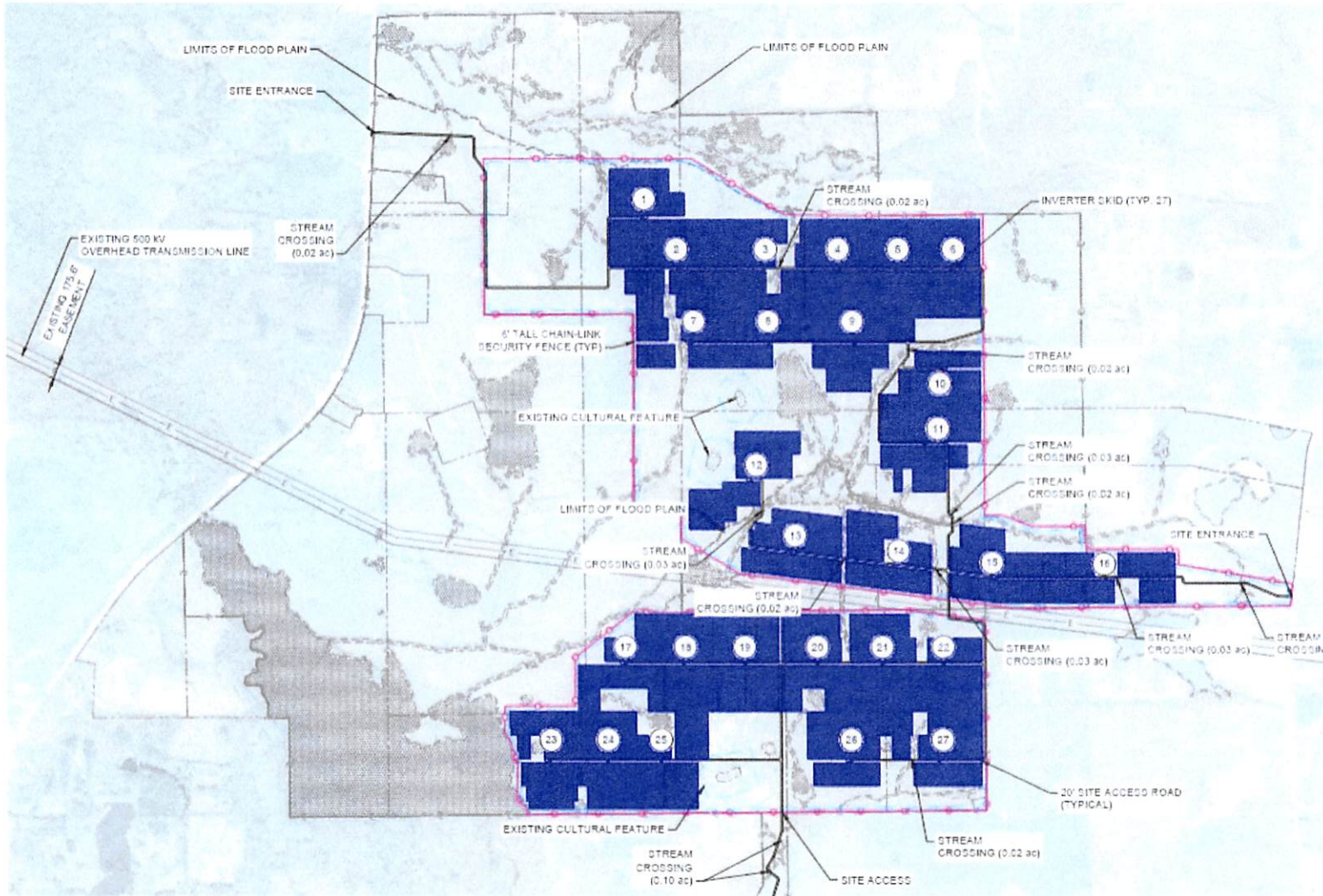


The site topography and existing vegetation limit project visibility from neighbors and nearby roads.



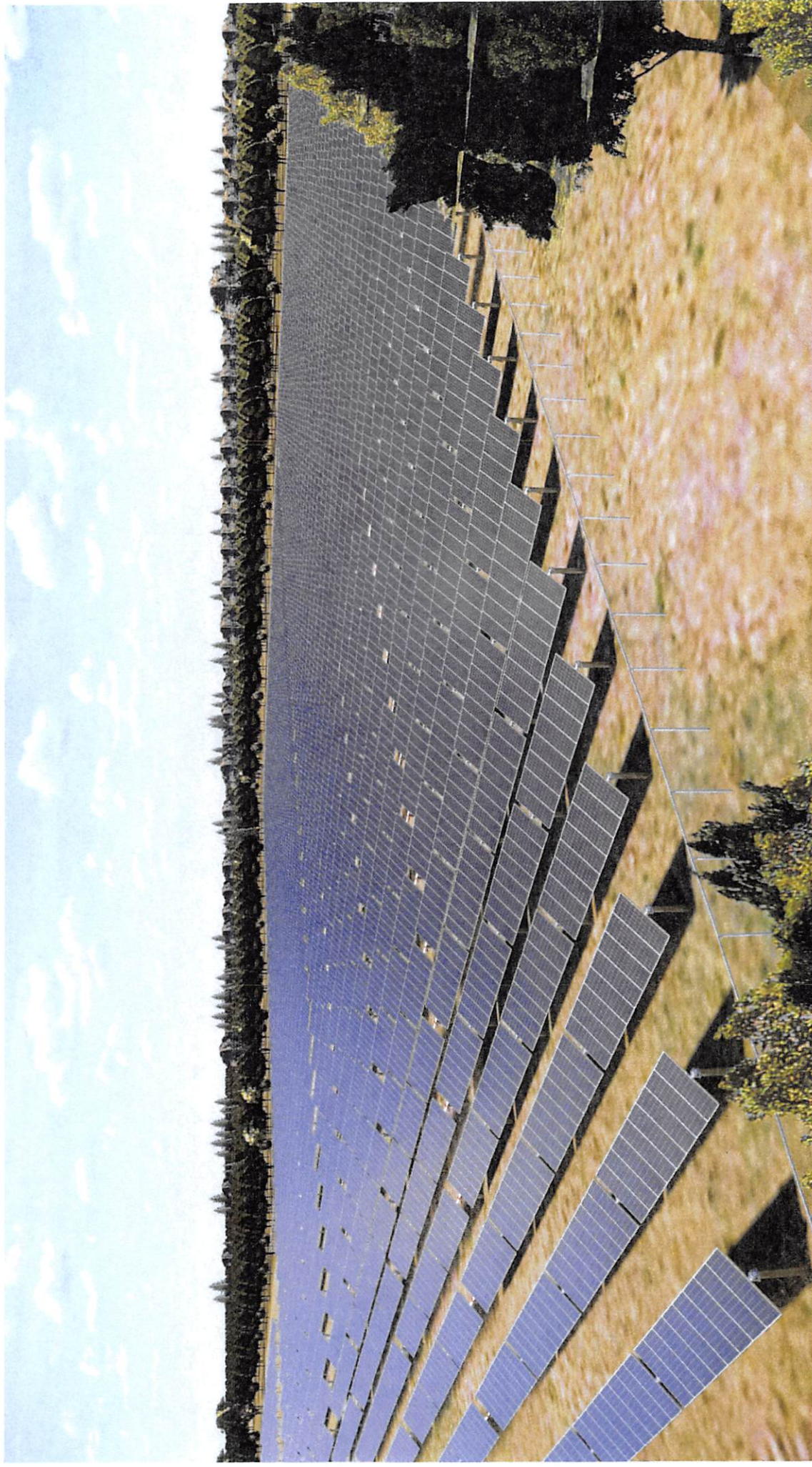
At the end of the project's useful life, it will be removed in its entirety and the site will be restored to its original condition.

Black Bear Solar: Project Updates



- Power Contract:
20-year power supply contract (PPA) executed with AMEA in April 2019
- Environmental Studies:
Concluded phase I environmental assessments, wetland delineation, archeological and biological surveys, survey and geotechnical investigation in October 2019
- Interconnection Agreement:
Anticipated execution date of 12/12

Black Bear Solar: Rendering: 130MW_{DC}



Donald Mims

From: Johnny Raines <jraines@bdwarchitects.com>
Sent: Tuesday, November 26, 2019 11:20 AM
To: Donald Mims; Lamar Allen; Chris Piel
Cc: Dart Davis
Subject: Flatwood Community - sketch of proposed addition/renovations
Attachments: EXISTING OVERVIEW WORK.pdf

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,

Please find attached sketch of proposed addition and renovations for the Flatwood Community Center. The Owner/Architect contract will reflect what's indicated on the attached sketch drawing. If you have any questions let me know.

Johnny B. Raines, III, AIA

BDW Architects Associated

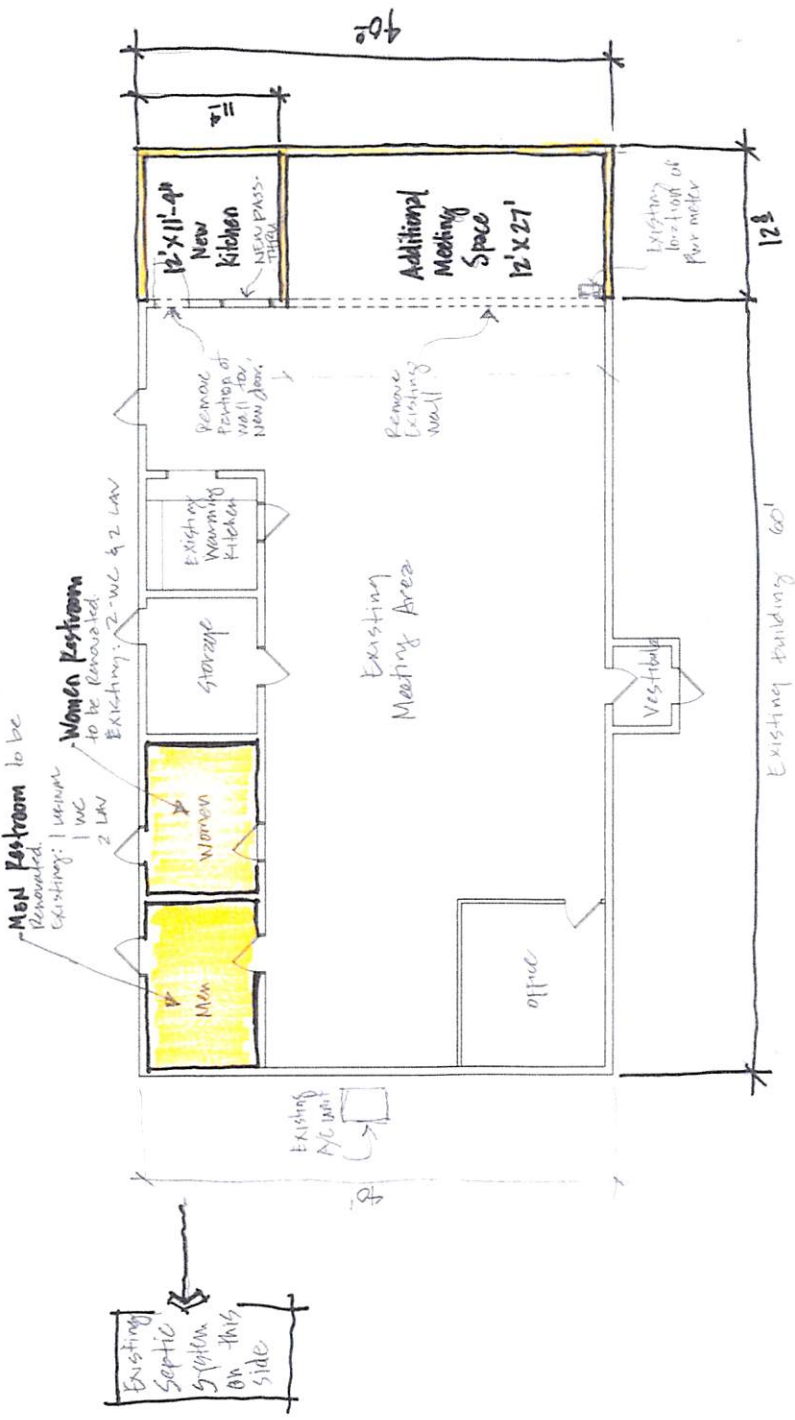
Phone: 334.819.7263

Cell: 334.549.3241

www.bdwarchitects.com

624 S. McDonough Street - Montgomery, AL 36104

General Note: Bathrooms to receive new plumbing fixtures and new toilet partitions.

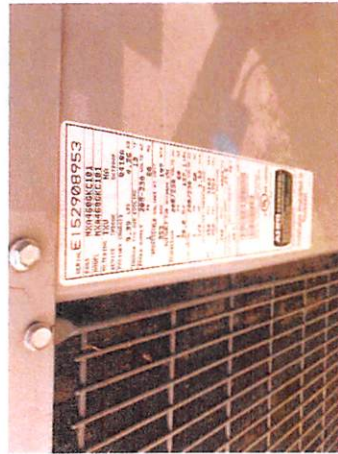


Flatwood Community Center - Proposed Floor Plan
 scale: 1/8" = 1'-0"
 North: County

12' x 40' = 480 sq Addition

FLATWOOD COMMUNITY CENTER
 ADDITION AND RENOVATIONS

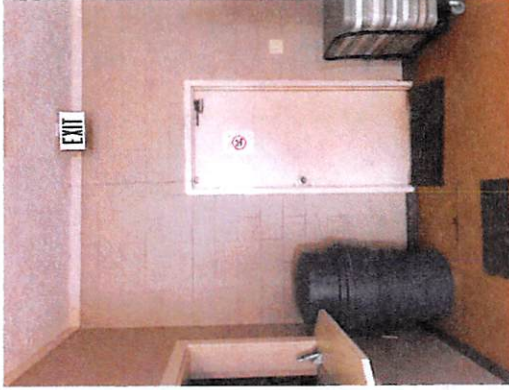
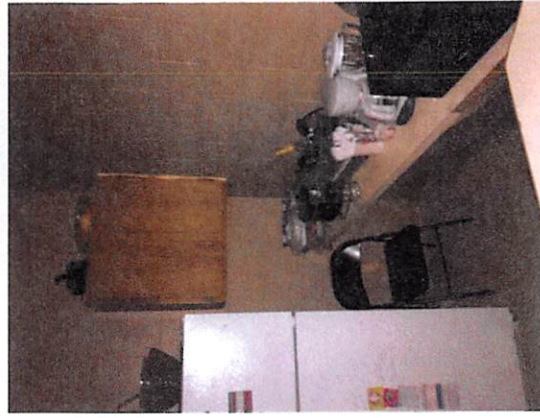
PROPOSED PLAN



FLATWOOD COMMUNITY CENTER
ADDITION AND RENOVATIONS

IMAGES OF EXISTING BUILDING

FLATWOOD COMMUNITY CENTER
ADDITION AND RENOVATIONS



IMAGES OF EXISTING BUILDING

15-4

Tammy Nix

From: Johnny Raines <jraines@bdwarchitects.com>
Sent: Tuesday, November 26, 2019 3:47 PM
To: Donald Mims; Lamar Allen; Florence Cauthen
Subject: Draft contract - Flatwood Community Center
Attachments: DOC112619-11262019151356.pdf

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,

I have attached a draft of the proposed Owner/Architect contract for the addition and renovation to the Flatwood Community Center. I will drop off (4) original copies tomorrow morning to your office unless directed not to.

Johnny B. Raines, III, AIA
BDW Architects Associated
Phone: 334.819.7263
Cell: 334.549.3241
www.bdwarchitects.com
624 S. McDonough Street - Montgomery, AL 36104

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 26 day of November in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Barganier Davis Williams Architects Associated
624 South McDonough Street
Montgomery, Alabama 36104
334-834-2038

for the following Project:
(Name, location and detailed description)

An Addition and Renovations to the Flatwood Community Center
360 Williams Drive
Montgomery, Alabama 36110

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1380600121)

16-2

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

See attached "Attachment 'A'"

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

See Attachment B

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Six (6) days after the invoice date shall bear interest from the date payment is due at the rate of Seven percent (7 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twenty Four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

Init.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

Init.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.4 Other-Dispute Resolution Processes

§ 8.4.1 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 in 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 either 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 dispute not resolved by mediation shall be decided in the Circuit Court of Montgomery, Alabama, governed by the laws of the State of Alabama.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.9 There shall be no reduction in fee for actual services provided due to deductive Change Order items or deductive Alternates.

10.10 If a Change Order is generated, as a result of an error or omission by the Architect, there will be no cost to the Owner for A/E Fees.

10.11 Project Betterment

If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise add value to betterment to the project. If due to Architect's error, the Architect will be responsible for added cost due to demolition, corrective or other rework and on upcharges for out of sequence work.

10.12 Consequential Damages

Notwithstanding any other provisions of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include but are not limited to loss of use and loss of profit.

10.13 Indemnification

Owner agrees to indemnify, hold harmless and defend the Architect and its Consultants from and against each and every claim made against Architect for loss of business, damages, equitable remedies, penalties, litigation expenses, attorney fees and insurance deductibles, or any combination thereof, brought against the Architect by reason of Architect's participation with the Project (as opposed to a claim based on Architect's own negligence, errors or omission) and arising out of interruption of public utilities, closing of public streets, and/or any injury to or destruction of tangible property, including the loss of use resulting from construction activities in and around the Project and other areas that must remain in use during the construction period. It is agreed and understood that the Owner, through itself and/or its Construction Manager, is responsible for providing access to restricted areas and for ensuring the proper and timely interruption and closing of public streets as applicable. The architect shall remain liable, however, for any claims brought against Architect, Owner or other based upon Architect's performance under this Agreement or in connection with this Project.

10.14 Hold Harmless

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free from harmless from any and all losses, claims, liens, not limited to, the amounts of judgements, penalties, interest, court costs, legal fees and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or

Init.

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 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. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

This Agreement entered into as of the day and year first written ab

OWNER (Signature)

Elton N. Dean, Sr. Chairman

(Printed name and title)

ARCHITECT (Signature)

Dart Davis Principal

(Printed name, title, and license number, if required)

PROJECT ARCHITECT

Johnny Raines, III, AIA, Project Architect

Init.

16-7

Attachment A



**RE: Architectural Services
For an Addition and Renovations to the
Flatwood Community Center for the
Montgomery County Commission**

PROJECT SUMMARY

Barganier Davis Williams Architects Associated (BDW) will be providing architectural services the addition and renovations to the Flatwood Community Center.

The Project:

**RE: An Addition and Renovation to the
Flatwood Community Center for the
360 Williams Drive
Montgomery, Alabama**

The existing Flatwood Community Center is proposing a **500+/-** square foot addition along with some selective renovations including restroom upgrades. The proposed addition will be on the West side of the existing community center. The construction of the new addition will adhere to the required energy standards.

The addition will consist of a new kitchen (residential type appliances) with serverly, a continuation of open space adjacent to the existing meeting space that will have the option to partition off into a smaller meeting space and new heating/cooling system at new addition, as required. The proposed renovations will consist of updating the existing restrooms. The new addition will match the existing structure and/or painted composite boards. The roof and fascia will match and/or complement the existing elevation of the building.

(If extension design work is required for the septic system, additional services/fees may be required.)

The owner's preliminary construction budget is approximately \$ 200,000.00.

BDW BASIC ARCHITECTURAL SERVICES FEE FOR NEW ADDITION AND RENOVATIONS

Estimated Cost of Construction	Architectural Fee
\$ 185,000 to \$ 200,000	\$14,500

NOTES:

1. The Fee Schedule does not include cost for reimbursable expenses. The Reimbursement expenses are to be determined. Reimbursable expenses are defined in Exhibit B. Compensation for Basic Services is based on a percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent	(15%)
Design Development Phase	Fifteen	percent	(15%)
Construction Documents Phase	Forty Five	percent	(45%)
Bidding or Negotiations Phase	Five	percent	(5%)
Construction Phase	Twenty	percent	(20%)
TOTAL BASIC COMPENSATION	One Hundred	Percent	(100%)

PROJECT TEAM**Owner**

Montgomery County Commission
101 S Lawrence Street
Montgomery, AL 36102
(334) 834-1204

Architect

Johnny Raines & Dart Davis
Barganier Davis Williams Architects Associated
624 So. McDonough Street
Montgomery, AL 36104
(334) 834-2038

**Mechanical, Electrical & Plumbing,
(Architect's Consultant)**

Zgouvas Eiring and Associates
800 South McDonough Street
Montgomery, AL 36104

Electrical Engineer, (Architect's Consultant)

Kenny Gunn and Associates
3102 Hwy. 14
Millbrook, AL 36054

PROJECT PROCUREMENT METHOD

The project will be advertised for bid. The Architect/Owner may choose to pre-qualify bidders.

Attachment B



Standard Project Development Costs

11-25-2019

Estimate

**Re: Flatwood Community Center
New Restroom Addition and General Renovations
Montgomery, Alabama**

A. Professional Fees (\$14,500)	\$ 14,500
1. New Addition (kitchen and open space) and General Renovations (including restrooms)	
B. Owner Supplied Estimated Fees	
1. Geotech/soil borings Fee and Percolation Test	\$ 2,500+/-
C. Total Estimated Project Cost	
a. Estimated construction cost	\$ 183,000
b. Professional Fees	\$ 14,500
c. Owner supplied Fees	\$ 2,500

Estimated Total Cost

\$ 200,000

Other Possible Development Costs

1. Additional property insurance during construction

16-10



BARGDAV-02

MSUMMERLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starke Agency, Inc. 210 Commerce St. Montgomery, AL 36104	CONTACT NAME: PHONE (A/C, No, Ext): (334) 263-5535 FAX (A/C, No): (334) 264-3375 E-MAIL Address: Info@starkeagency.com
INSURED Barganier Davis Williams Architects Associated 624 S. McDonough Street Montgomery, AL 36104	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Safety National Casualty INSURER C: Alabama Retail Comp INSURER D: U S Specialty Insurance Co INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		ECP0280514	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		EBA0280514	10/26/2018	10/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		ECP0280514	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	PRE4004287	1/1/2019	1/1/2020	1 PER STATUTE 1 OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Worker's Comp		4000307	1/1/2019	1/1/2020	Statutory
D	Professional Liab		USS 18-29199	11/10/2018	11/10/2019	Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Montgomery County Board of Commissioners 530 S. Lawrence Street Montgomery, AL 36104	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

FLATWOOD COMMUNITY CENTER
USAGE REPORT

1. The current size seems to be adequate (exception is during special events)
 - Flatwood Seniors Christmas Luncheon (60 – 100 attendees)
 - Flatwood Community Action Dinner (100 attendees)
 - Flatwood Community Association Christmas Dinner (75 – 100 attendees)
2. In the past year, it was rented six (6) times at \$75.00 each for a total of \$450.00
 - 1 Baby Shower
 - 1 Birthday Party
 - 4 Funeral Passages

Flatwood Community Center Attendance Report

Senior Exercise Participation

9/4/19 – 8	10/7/19 – 9	11/6/19 – 12
9/9/19 – 9	10/9/19 – 9	11/13/19 – 8
9/11/19 – 10	10/14/19 – 10	11/18/19 – 9
9/16/19 – 11	10/16/19 – 9	11/20/19 – 12
9/18/19 – 8	10/21/19 – 10	11/25/19 – 10
9/23/19 – 9	10/23/19 – 10	11/27/19 – 8
9/25/19 – 10	10/28/19 – 11	12/2/19 – 10
9/30/19 – 11	10/30/19 – 8	12/4/19 – 9
10/2/19 – 8	11/4/19 – 9	

- Seniors meet every Monday and Wednesday and alternate every two weeks with Sheridan Heights

Special Event/Field Trip Participation

Successful Aging Initiative – 9/20/19 – 20

Maggie Street Luncheon 11/19/19 – 12

After-school activities Participation

Sports – 12 kids a week

- Includes: basketball, playground area, board games, etc

Educational – 15 kids a week

- Includes: tutoring and homework time

Summer Program Participation

2019: 42 kids signed up for Summer Program

34 – Average kids per day

- Kids swam twice a week and averaged close to 40 kids on swim days

Tammy Nix

From: Doug Singleton
Sent: Thursday, December 5, 2019 7:42 AM
To: Elton Dean; Ronda Walker; Dan Harris; Isaiah Sankey
Cc: Donald Mims; Florence Cauthen
Subject: Fwd: Alabama Dance Theatre Request

We have supported this group in the past. Let's discuss at next meeting

Get [Outlook for iOS](#)

From: Pamela P Swan <pamelaadtdance@gmail.com>
Sent: Thursday, December 5, 2019 7:30 AM
To: Doug Singleton
Subject: Re: Alabama Dance Theatre Request

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.

Thank you, Doug!! The past two years, we have made a request in late fall/December. The Commission has awarded ADT funds and then made payment in March. We are more than happy to come before the Commission and let you all know first hand all the good work ADT is doing in our community. Thank you for your consideration.

Pamela

On Dec 4, 2019, at 8:03 PM, Doug Singleton <DOUGSINGLETON@mc-ala.org> wrote:

We should have additional funding available in January. Let me discuss with my fellow commissioners

Get [Outlook for iOS](#)

From: Pamela P Swan <pamelaadtdance@gmail.com>
Sent: Wednesday, December 4, 2019 2:36:46 PM

To: Doug Singleton <DOUGSINGLETON@mc-ala.org>

Subject: Alabama Dance Theatre Request

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.

Good afternoon, Doug,

Alabama Dance Theatre is now in our 33rd Season and going strong. We recently concluded our fall performance of Mistletoe and along with 3 public performances, ADT presented 2 full school performances, a free Military/First Responder performance, a Girl Scout Badge Program, and a Ticket Endowment program.

For the first time, we were able to provide one school performance completely free of charge including bus transportation to 1000 MPS students, a full theatre, standing room only!!

The Montgomery County Commission makes ADT's education outreach opportunities possible!! We are so very appreciative for your support, and would like to ask the commission for \$15,000 to again assist ADT's community outreach programs. the Montgomery County Commission's support is vital to our mission and its impact.

We would like to come before the Commission to make a request. Can you help us make this possible?

Thank you!

Pamela Swan

--

Pamela Swan

Director of Development

Alabama Dance Theatre

pamelaadtdance@gmail.com

1018 Madison Avenue

Montgomery, AL 36104

p. (334) 625-2590

Tammy Nix

From: Lois Jackson <ldjackson@alasu.edu>
Sent: Wednesday, December 4, 2019 4:37 PM
To: Donald Mims
Subject: Martin Luther King, Jr. 6th Annual Celebration

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

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.

SENT ON BEHALF OF DR. TOMMIE H. STEWART

Dear Commissioner,

We are seeking support for the 6th Annual Martin Luther King, Jr. Citywide Celebration on January 17, 2020 at the Davis Theatre. This multi-cultural celebration is needed today more than ever. Love, unity, respect, and tolerance would honor Dr. King, and be a tribute to his "Beloved Community."

Sponsored by The Friends of the Theatre, Inc., a non-profit 501(c)3 organization, this historic event brings together the entire community.

Platinum Level Sponsorship (3,000) receives:

1. 5 Invitations to a Private Reception
2. Special Recognition in the Event Program
3. 20 Tickets to the January Event (Reserved Seating)

Gold Level Sponsorship (\$2,000) receives:

1. 2 Invitations to a Private Reception
2. Recognition in Event Program
3. 10 Tickets to the January Event (Reserved Seating)

The Silver Level Sponsorship (\$1,000) receives:

1. Special Recognition in the Event Program
2. 5 Tickets to the January Event

Make checks payable to Friends of the Theatre and mail to
Friends of the Theatre
P.O. Box 6195
Montgomery, AL 36106

We look forward to your support. For more information, please visit our website at www.keepersofthedream.org.

Sincerely,

Dr. Tommie H. Stewart
Creative and Executive Director
MLK Citywide Celebration

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Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

December 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and six of them would like to be reappointed to another full term on this Council.

Montgomery Fire Department Assistant Fire Chief Garrett Henderson, desires to be appointed to replace former Assistant Fire Chief Ronnie H. Bozeman.

John Treat is no longer in the medical field and desires not to be reappointed.

During the last Commission meeting, Commissioner Harris requested that the resume' of Captain Chris King with the Montgomery Fire Department be distributed to the Commissioners. This information was emailed, and I have attached a copy to this memo.

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

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

Tammy Nix

From: King, Chris R. <crking@montgomeryal.gov>
Sent: Tuesday, November 26, 2019 2:07 PM
To: Tammy Nix
Subject: FW: Attached Image
Attachments: 4895_001.pdf

Good afternoon,

Thank you for your assistance today. I have been attending the State EMS council meetings for Montgomery Fire Rescue for around eleven to twelve years. I am currently in charge of teaching EMT and a Paramedic program for Montgomery Fire Rescue. I also do the education on any EMS related topics for our department. I stay in contact with the Hospitals and Ambulance Services in Montgomery County and I keep them up to date with any changes in our Patient Care protocols.

Thank you,

Chris King, Captain
Montgomery Fire Rescue
334-530-2989 Cell
334-240-4626 Work
334-240-4603 Fax

From: copierfdhq@montgomeryal.gov [mailto:copierfdhq@montgomeryal.gov]
Sent: Tuesday, November 26, 2019 12:58 PM
To: King, Chris R. <crking@montgomeryal.gov>
Subject: Attached Image

343 River Fork Road
Wetumpka, Alabama 36092
Phone: (334) 799-5055 or
334-530-2989

crking@montgomeryal.gov or
cking5055@gmail.com

Christopher R. King

Experience

- 1997 – Present **Montgomery Fire Department** Montgomery, AL
Captain/Paramedic
- 2017- 2019 Jackson Hospital Registered Nurse PRN Certified Fire Fighter I & II, EMT Paramedic, Instructor I & II, Incident Command System and Emergency Response to Terrorism,
 - BLS Instructor, ACLS Instructor, PALS Instructor, EMT Basic Instructor
 - 2012 – Present Corizon Medical Registered Nurse PRN
 - 2009-2010, 2012-2013 – Baptist Medical South Emergency Room Registered nurse
 - 1996-1997 Sanford Bell and Associates Wetumpka, AL
Surveyor, Commercial and residential properties, New construction
Tracks of land

Education

- 2008 LBW Community College Greenville, AL
Associate in Applied Science in Nursing, Registered Nurse
- 2004 Trenholm State Technical College
Certificate in Emergency Medical Services, Paramedic
- 1991 Robert E. Lee High School Montgomery, AL

References

Richard Peak, (334) 514-0811
315 River Fork Road, Wetumpka, AL 36092

John Roberts, (334) 314-1414
593 Merimont Blvd, Auburn, AL 36830

Michael Boone, (334) 850-7046
1635 Haynes Road, Wetumpka, AL 36092



[Home](#)

Licensure Lookup Report

Primary Source Verification

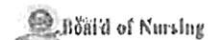
PLEASE NOTE: The Alabama Board of Nursing provides Licensure Lookup as primary source verification to allow you to validate a license as of the date that the verification is printed. Subscribe to ABN's Subscription Service (<http://www.abn.alabama.gov/verification/#tab-subscription>) to receive real-time updates on license status, Advanced Practice approval, and discipline.

* The term "encumbrance" refers to probation, suspension, or revocation of a license.

Name	License Number	License Type	Status	Issued	Expiration	Encumbrance History *
Christopher R King	1-124332	RN	Active	10/23/2009	12/31/2020	N

Report was printed: December 04, 2018. * The term "encumbrance" refers to probation, suspension, or revocation of a license.

ATTENTION EMPLOYERS: This primary source verification is valid only if the original was printed and is maintained in your facility. You should not accept a copy of this form under any circumstances.



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Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Ronnie H. Bozeman
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2019

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2019

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2019

Mark Norris
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2019

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2019

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2019

Kevin Harrilson
Care Ambulance
P.O. Box 241468
Montgomery, AL 36124-1468
Cell: (706) 256-0273
Work: (706) 289-2138

11/3/2019

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2019

Term: 1 year

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Southeast Alabama E.M.S., Inc
By-Laws

August 2006 Revision

Article I

Name

The name of the incorporated body is Southeast Alabama Emergency Medical Services Council, Inc. and may be hereinafter referred to as the Council.

Article II

Articles of Incorporation

Southeast Alabama EMS, Inc. is a non-profit corporation organized under the laws of the State of Alabama and the Internal Revenue Code.

Article III

Purpose and Objectives

Section A: Purpose

The purpose of Southeast Alabama EMS, Inc. is to promote the development of emergency medical services in Southeast Alabama in the counties of Autauga, Barbour, Bullock, Butler, Coffee, Covington, Crenshaw, Dale, Elmore, Geneva, Henry, Houston, Lee, Lowndes, Macon, Montgomery, Pike and Russell.

Section B: Objectives

The objectives of the Southeast Alabama EMS Council, Inc. shall be the following:

1. To organize and develop a working body of knowledgeable persons representing all major segments of emergency medical care and population groups.
2. Identify present and projected needs of the citizens in the area served by the Council.
3. To plan and implement an orderly, efficient and economical emergency health care system.
4. To foster and approve programs of training for personnel involved in the provision of EMS.
5. To promote public education and knowledge regarding emergency care and services.
6. To lend technical expertise and financial assistance where feasible to all providers of emergency medical services.
7. To establish a forum where the concerns of public and private organizations can be voiced.

8. To cooperate with State and Regional Agencies and organizations to assure accomplishment and maintenance of these objectives.

Article IV

Membership

Section A: Number of Members

Each county shall have two representatives appointed by the county government with every effort made to appoint one provider and one consumer where possible. Additional members are allowed, and also appointed by county governments, based on one additional members per 30,000 county population based on the current federal census records. There shall be one additional member per each of the following interest groups appointed by the responsible authority designated.

1. Alabama Chapter, American College of Emergency Physicians (member within the region)
2. Alabama Ambulance Association
3. Alabama Association of Rescue Squads
4. Alabama Council of Community Mental Health Boards
5. Alabama Hospital Association
6. Military Assistance to Safety and Traffic (MAST – appointed by the Commanding Officer)
7. Alabama Nurses Association
8. Office of Highway and Traffic Safety
9. Alabama Fire Chiefs Association
10. Alabama Emergency Management Agency
11. Permanent EMT Training Sites (designated by the SEAEMS Board)
12. Regional Medical Control Committee (Regional Medical Director plus 2 additional physicians appointed by the Regional Medical Director).
13. AAVFD – Alabama Association of Volunteer Fire Departments
14. Air ambulance representative from service within SEAEMS Region (designated by the SEAEMS Board).

Additional representation by other interest groups will be allowed as deemed necessary by the Council.

Section B: Duties and Responsibilities of Members

The Council shall exercise the powers of the Corporation, control its property, and conduct its affairs. It shall be the sole policymaking authority of the Corporation. It shall be the duties of the members to:

1. Perform any and all duties imposed on the collectively or individually by law, by the Articles of Incorporation of this Corporation, or by these by-laws.
2. Employ an Executive Director. Subject to review by the Board of Directors, the Executive Director will manage the Corporation and employ such other staff

positions, which have been authorized by the Council members to realize the objectives and the purposes of the Corporation.

3. To supervise the Executive Director of the Corporation to assure that his/her duties are properly performed.
4. Approve the annual work program and budget of the Corporation.
5. Meet at such times and places as required by these by-laws.
6. Register their addresses with the secretary of the Corporation, and notices of meetings mailed to them at such addresses shall be valid noticed thereof.
7. Enter into contracts, working agreements or statements of agreements with such agencies and organizations as from time to time may be deemed necessary or useful to carry out the functions, plans, and purposes of the Corporation.
8. Each member shall be eligible to hold any office within the Council to which he or she shall be elected or appointed.

Section C: Qualifications of Council Members

Any person who resides in the EMS service area and is appointed by the responsible county government is a qualified Council member. Any person who is appointed by the responsible authority within one of the designated interest groups (see Article IV, Section A) is a qualified Council member.

1. The Council members who are consumers of EMS services shall be broadly representative of the social, economic, linguistic and racial populations, and geographic area.
2. Those Council members who are providers of EMS services shall be representative of those interest groups entitled to representation as defines in Article IV, Section A.

Section D: Term

The term of office of each Council member shall be until his successor is appointed.

Section E: Compensation

A Council member may be reimbursed for extraordinary expenses incurred in the performance of his official duties as a member of the Council as determined by the Board of Directors and listed in the official minutes.

Section F: Vacancies

Vacancies on the Council shall exist on the death, resignation, or removal of any member or whenever the number of members authorized is increased and shall be filled in the same manner as originally appointed.

1. The resignation of a member shall take effect upon receipt of resignation or on the date specified therein.
2. Upon the resignation of a member, a successor shall be appointed in the same manner required for that category of member to take office when the resignation becomes effective.
3. A person appointed as a Council member to fill a vacancy as in this section provided, shall hold office until his successor is appointed.
4. Council membership shall automatically terminate in the event that a member fails to attend at least one out of two meetings during a calendar year. Emergency excused absences may be granted at the discretion of the President.
5. Proxy will not constitute attendance at a meeting.

Section G: Liability

The Council members will not be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section H: Indemnification

The Corporation shall indemnify, by appropriate liability insurance as funding permits, any Council member, officer or employee against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceedings in which he is made a party by reason of being or having been such Council member. Officer, or employee except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. Such indemnification shall not be exclusive of any other rights to which such Council member or employee may be entitled under any by-law, agreement, Council action or otherwise.

ARTICLE V

Voting Rights

Each Council member shall have one (1) vote. There shall be voting by written proxy.

Roll call voting by Board and Council will be made at the discretion of the President. Each act or decision done or made by a majority of the Council members present and voting at a meeting duly held at which a quorum is present is the act of the Council, unless the law, the Articles of Incorporation of the Corporation, or unless other permitted by these by-laws. (See Article X-Elections) A quorum shall consist of fifteen members.

ARTICLE VI

Officers

Section A: Corporate Officers

The elected officers of the Corporation shall be a president, a vice-president and a secretary/treasurer.

Section B: Election of Officers

Any Council member of the Corporation is qualified to be an officer of the Corporation. Officers, other than those appointed, shall be elected biennially by the Council at the annual meeting of the Corporation, and each such officer shall hold office until his successor is elected or until he resigns, is removed, or is otherwise disqualified, whichever occurs first. Officers shall serve a two (2) year term and shall be eligible to serve consecutive terms. The outgoing president will become a senior board member for a minimum of one term following his final term of office.

Section C: Appointed Officers

The Council may appoint such other officers as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Council.

Section D: Vacancies

Any officer may be removed for cause by a majority of the Council members at any regular or special meeting of the Council and such officer shall be removed should they cease to be qualified for the office as herein required. Any officer may resign at any time by giving written notice to the Council or the president or secretary of the Corporation. Any such resignation, at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section E: Duties of the President

The president shall be the chief executive of this Corporation. It shall be his duty:

1. To perform all such duties as are incident to his office and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these by-laws or which may be prescribed from time to time by the Council.
2. To preside at all meetings of the Council and of the Board of Directors.
3. To make and execute contracts in the ordinary course of business of the Corporation, to execute other legal instruments when authorized by the Council, except as otherwise expressly provided by law, by the Articles of Incorporation, or by these by-laws.

4. To appoint and dissolve all committees and committee chairpersons subject to the approval of the Council, except as otherwise provided in the Articles of Incorporation or in these by-laws.
5. To serve as an Ex Officio member of all standing and ad hoc committees, except the nominating committee.
6. To present at the annual corporate meeting a report of the activities of the Corporation during the preceding year with a copy of such report attached to the minutes of the annual meeting.
7. To have such other powers and perform such other duties as may be assigned to him from time to time by the Council.

Section F: Duties of the Vice-President

In the absence of the president, the vice-president shall perform all the duties of the president, and when so acting shall have all the powers, and be subject to all the restrictions of the president. The vice-president shall have such other powers and perform such other duties as may be prescribed by law, or as may be assigned to him from time to time by the Council.

Section G: The Secretary/Treasurer shall perform and/or delegate the following duties:

1. Certify and keep at the principal office of the Corporation the original, or a copy of these by-laws as amended or otherwise altered to date.
2. Keep at the principal office of the Corporation or at such other place as the Council may order, a book of minutes of all meetings for the Council and the Board of Directors, recording therein the time and place of holding, whether regular or special, how authorized, notice thereof given, names of those present at the meetings of the Council and Board of Directors and the proceedings thereof.
3. See that all notices are duly given in accordance with the provisions of these by-laws or as required by law.
4. Be custodian of the records and of the seal of the Corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized by law or by these by-laws.
5. Keep at the principal office of the Corporation a membership book containing the name and address of each member, and, if any case where membership has been terminated, he shall record such fact in the book together with the date of which the membership ceased.
6. Exhibit at any reasonable time, to any member of the corporation or member of the general public, on request thereof the By-laws, the membership book, the minutes of proceedings, and other such data and records of the Corporation which the requestor has the right, by law or regulation, to access.
7. In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these by-

- laws, or which the Articles of Incorporation, or by these by-laws, or which may be assigned to him from time to time by the Council.
8. **Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its' assets, liabilities, receipts, disbursements, surpluses and deficits.**
 9. **Exhibit at all reasonable times to any member of the Corporation or member of the general public, on request thereof, the books of account and financial records which the requestor has right, by law or regulation, to access.**
 10. **Render to the president and members, whenever he or they request it, an account of any or all of the transactions of the Corporation and of the financial condition of the Corporation.**
 11. **Prepare an annual audit and certification of the financial statements to be included in the annual report of the Council. He shall present at the annual meeting of the Council a report of the financial status of the Corporation with a written copy attached to the minutes of such annual meeting.**
 12. **Serve as chairperson of the finance committee.**
 13. **In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these by-laws, or which may be assigned to him from time to time by the Council.**

ARTICLE VII

Board of Directors

Officers and at-large Board members shall be elected by a majority vote of the Council and shall serve for tow (2) years or until their successors are elected. The Regional Medical Director shall be a standing member of the Board with voting rights. All Board members may be reelected for an unlimited amount of terms. At no time shall the Board have more than eleven (11) members. Membership on the Board of Directors and filling of vacancies shall be as provided in the by-laws of the Council.

The Board of Directors shall meet biannually and/or any other time deemed necessary to conduct the business affairs of the council. A conference call may constitute a meeting. The president or a majority of the Board members may call a meeting. A majority of the Board of Directors shall constitute a quorum for the transaction of business. Proxy and attendance regulation shall follow those outlined in Articles IV and V.

ARTICLE VIII

Council Meetings

Section A: The Council shall hold meetings biannually and other times deemed necessary to conduct business affairs of the Council.

Section B: The annual meeting of the Council shall be held in November.

Section C: Special meetings may be called by the President, the Board of Directors, the Regional Medical Director or five (5) or more Council members.

Section D: Notification of regular meetings shall be mailed to assure delivery seven (7) days prior to the time for the meeting. Notification of special meetings shall be mailed to assure delivery five (5) days prior to the time of the special meeting.

Section E: All meetings of the council will be open to the public.

ARTICLE IX

Committees

Section A: The Council may authorize the creation, prescribe the term and define all the powers and duties of such committees, not specifically created by these by-laws, as may, from time to time, be necessary or useful in the conduct of the corporate business.

Section B: Nominating Committee – A nominating committee, composed of five (5) members, shall be appointed by the president. Members of the Board of Directors shall not service on the committee. It shall be the duty of the nominating committee to nominate qualified individuals as corporate officers and member-at-large for the Board of Directors for election biennially at the November annual meeting. The nominating committee will be appointed in August of the year that elections will be held and present nominees for elections in November. Elections will be held at the November annual meeting and new officers will be seated at the end of the November annual meeting at which they are elected.

ARTICLE X

Elections

Nominations will be submitted by the nominating committee biennially at the annual meeting in November. Nominations will also be accepted from the floor. Election of officers and member-at-large for the Board of Directors shall be held at the November annual meeting and the new officers will be seated at the end of the November annual meeting at which they are elected. The election may be conducted by secret ballot. If a vacancy is created at any other time of the term, the nominating committee will submit nominations at the next meeting.

ARTICLE XI

Regional Medical Director

The Council shall select a physician to recommend to the Board of Health to serve as the Regional Medical Director. The Regional Medical Director shall be responsible for assuring that all aspects of the Regional Agency's activities are medically sound and appropriate. He/she provides guidance on medical issues to the Board of Directors, Council and Staff; regularly reviews and provides direction for medical control and accountability throughout the region; reviews information regarding EMS activities locally, statewide and nationally; and maintains a strong liaison with all communities, committees, and interested individuals in the eighteen county region.

Section A: Responsibilities and Duties

The Regional Medical Director will have a major responsibility for medical leadership and guidance for the implementation of the Southeast Alabama Emergency Medical Services System. He will assist the Executive Director in carrying out established policies and provide consultation to the governing body, to program participants, to governmental bodies, and other interested parties.

Section B: Knowledge and Skill Requirements

The Regional Medical Director should have general knowledge of the components of an emergency medical service system and have an in-depth knowledge of the clinical requirements for management of non-emergent, emergent, and critical patients as well as practical skills in working with such patients. He should have the ability to work with consumers, providers, special consultants, and governmental officials on an individual or committee basis and be skilled in both written and oral presentation. Planning and program implementation skills and the ability to work with a multidisciplinary staff are also important.

ARTICLE XII

Parliamentary Procedure

Parliamentary procedure for all meetings of members, and committees shall be in accordance with these by-laws and with Robert's Rules of Order, as most recently revised. A parliamentarian will be appointed to serve at the pleasure of the president.

ARTICLE XIII

Amendment of the By-laws

These by-laws may be revised or amended by a 2/3 vote of Council members present provided that each member receives written notice of the proposed changes no less than thirty (30) days prior to the voting.

ARTICLE XIV

Revocation

These by-laws revoke the by-laws adopted by this Council at the inception and all of the subsequent amendments thereto.

ARTICLE IX

Conflict of Interest

Members of the Council shall not use their position or voting power for purposes that are or give the appearance of being motivated by a desire for personal gain for themselves or others such as those with who they have families, businesses or other ties. Board or Council members shall abstain from voting on matters that directly or indirectly affect personal gain.

When voting on any project that would involve direct or indirect personal gain from the EMS project to a voting Council member, then that Council member will be asked by the president and parliamentarian to abstain from that particular vote in order to avoid potential conflict of interest.

ARTICLE XVI

Effective Date

These By-laws will take effect upon adoption.

ATTEST: _____
President, S. E. AL. EMS Council, Inc.

WITNESS: _____
Executive Director

DATE LAST AMENDED: _____

Tammy Nix

From: Douglas, Carmen <cdouglas@montgomeryal.gov>
Sent: Friday, November 22, 2019 5:00 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Fwd: Montgomery City - County Personnel Board

For the next county commission meeting agenda.

Sent from my iPhone

Begin forwarded message:

From: JC Love <JCLove@mc-ala.org>
Date: November 22, 2019 at 3:01:36 PM CST
To: Carmen Douglas <cdouglas@montgomeryal.gov>
Subject: Montgomery City - County Personnel Board

Carmen,

I am emailing to officially resign from the Montgomery City-County Personnel Board. Due to my appointment as Probate Judge, I am now ineligible to serve on the board and must resign as the County Commission's designee. I enjoyed getting to know you during my short time on the board and look forward to working with you in my new position.

J C

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>DEC</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021



Crosby Drinkard Group, LLC
Governmental Relations & Consulting

MEMORANDUM

November 11, 2019

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

FROM: Crosby Drinkard Group, LLC

RE: 2020 Legislative Timeline

In anticipation of the 2020 Legislative Session, the Crosby Drinkard Group provides the following proposed scheduled timeline...

- Ongoing Meetings with County Commissioners
- October 20, 2019 Meet with county elected officials (Sherriff, Probate Judge, Revenue Comm, DA and Circuit Clerk)
- Dec. 2nd Present 2020 agenda
- Dec 16th County Commission approve 2020 agenda
- **Dec 16th week** Advertisement begins
- Dec 16th Delegation annual breakfast invitation letter
- Jan 13 or 14 Delegation Annual Breakfast hosted by County
- February 4, 2020 Drop legislation 1st day of session
- February 4, 2020 Session Begins

Channah
will host

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F: 334.356.4198/ 334.954.3112

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