MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JULY 18, 2016

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:08 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

DISCUSSION BY THE COMMISSION

The Commission discussed a letter from District Director of Athletics William B. Dean with Montgomery Public Schools requesting funding in the amount of $2,000 from each Commissioner for the "MPS Kickoff Classic". They agreed to discuss it further later in the meeting.

Commissioner Williams asked Administrator Mims to invite Interim Executive Director Beth Anne Dunagan and Development Director Sarah Byard with E.A.T. South, the downtown urban teaching farm, to their Commission meeting on August 1, 2016.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding items on the agenda.

Administrator Mims presented a City/County Industrial Incentive Summary for the Gerhardi Project. He stated that City Finance Director Barry Crabb and County Finance Director Sherrill Thomas are in agreement regarding this Incentive Summary and that the City would pay $100,000 of the amount owed by the City to the County in the current year and the balance after September 30, 2016.

DISCUSSION BY THE COMMISSION

Commissioner Hall requested a $2,500 miscellaneous appropriation from his account to the Alabama Shakespeare Festival, for educational programs.

Commissioner Hall requested a $2,500 miscellaneous appropriation from his account to the Alabama Baseball Coaches Association, Inc., for the Montgomery Miracle League.

Commissioner Hall requested a $500 miscellaneous appropriation from his account to the Make A Wish Foundation of Alabama, for general operations.

Chairman Dean requested a $500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to support Southlawn Community Organization, for the "National Night Out" event.

Chairman Dean requested a $500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to support Woodcrest Improvement Association, for the "National Night Out" event.

Chairman Dean requested a $500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to support Twin Gates Community Association, for the "National Night Out" event.

Chairman Dean requested a $500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to support Seth Johnson Neighborhood, for the "National Night Out" event.

Chairman Dean requested a $500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to support Normandale Neighborhood Association, for the "National Night Out" event.

Chairman Dean requested a $500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Support Mobile Heights Improvement Association, for the "National Night Out" Event.

Chairman Dean requested a $500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to support Hunter Station Community Association, for the "National Night Out" event.

Chairman Dean requested a $500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to support Brickdale Estates Old Selma Road Neighborhood Association, for the "National Night Out" event.

Chairman Dean, Vice Chairman Harris, Commissioner Hall and Commissioner Williams requested a $625 miscellaneous appropriation from each of their accounts to Alabama State University, for the WVAS FM Radio Nat King Cole Jazz Festival.

Chairman Dean and Commissioner Hall requested a $500 miscellaneous appropriation from each of their accounts to the City of Montgomery Parks and Recreation Department, for Willie L. Cook, III Community Center for youth programs.

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

The Commission discussed a letter from the Montgomery County Extension Office requesting funding in the amount of $2,500 for the 2016 Successful Aging Initiative (SAI). After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of $2,500 for this event to the agenda.

The Commission discussed the request for funding from District Director of Athletics William B. Dean with Montgomery Public Schools for the "MPS Kickoff Classic". The Commission agreed to waive rules and add a Budget Change Request in the amount of $8,000 for this event to the agenda.

Vice Chairman Harris inquired as to whether the Commission had received any additional information regarding the 2016 World Fire Fighter Combat Challenge. Administrator Mims responded that Vice President of Convention & Visitor Bureau Dawn Hathcock with the Montgomery Area Chamber of Commerce is putting a packet of information together for the Commissioners and he would follow up with her.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reminded everyone that the Montgomery County Extension Office Luncheon and Annual Report to the County Commission will be held on Monday, August 1, 2016, at their office.

Administrator Mims informed the Commission that Board Member Regina Meadows with Neighbors In Christ has requested to meet with them on August 1, 2016 regarding the program. There was no objection by the Commission.

Administrator Mims reminded the Commission that Vice Chairman Harris has expressed an interest in having the second meeting in September (September 19, 2016) moved to another date since he will be out of town. After discussion, the Commission agreed to move the September 19, 2016 meeting to September 12, 2016, and agreed to place a resolution regarding this date change on the next agenda.

PRESENTATION BY CHIEF ADMINISTRATOR RHONDA CAPE AND CHIEF INVESTIGATOR MIKE THOMAS WITH THE DISTRICT ATTORNEY'S OFFICE

Chief Administrator Rhonda Cape and Chief Investigator Mike Thomas with the District Attorney's Office briefed the Commission regarding a legislative bill proposed by District Attorney Daryl Bailey regarding levying a sales tax on the retail and wholesale price of all spirituous or vinous liquors sold in the County and providing for disposition of the proceeds for the District Attorney's Office and requested that this legislative bill be advertised. There was no objection by the Commission.

PRESENTATION BY MAJOR JON G. BRIGGS AND GRANTS MANAGER REGINA WALKER WITH THE SHERIFF'S OFFICE

Major Jon G. Briggs and Grants Manager Regina Walker with the Sheriff's Office briefed the Commission regarding a Grant Application to Alabama 911 Board for Cycle 3. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4BAL (FY2014 - $17,000). After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented Position Fill Requests for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 201 and Administrative Support Associate, (CO0013), Position Number 237 from the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding Position Fill Requests for Cook, Relief (CO0442), Position Number 910442008, Juvenile Detention Officer, Relief (CO0300), Position Number 910300002, Juvenile Detention Officer, Relief (CO0300), Position Number 910300007, Juvenile Detention Officer, Relief (CO0300), Position Number 910300005, and Court Operations Clerk I (CO0377), Position Number 900377001. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Howell briefed the Commission regarding Budget Change Request Number 6 from the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

The Commission requested that Mr. Howell provide them a population report each month for the Youth Facility.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that Information Systems is working on the television and possible fiber connection at the new South Annex. He also mentioned that a major upgrade to the Sheriff's dispatch system was installed over the weekend. He also stated that he met with Montgomery Public Schools to discuss sharing fiber for public safety purposes.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake recommended approval of an Agreement with the Alabama Department of Transportation (ALDOT) regarding resurfacing Moore Road from SR-94 to US-231 and related Resolution, which was on the agenda.

Also, Mr. Speake advised that ALDOT representatives are in the process of preparing a layout of the intersection of U.S. 80 and Wares Ferry Road to determine the amount of right-of-way that would have to be acquired in order to construct additional turning lanes for improving sight distances and flow of traffic at this intersection. He stated that ALDOT remains opposed to placing a traffic signal at this intersection, as was discussed in detail at the July 5, 2016, Information Session.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer briefed the Commission regarding two changes to the prescription plan to be effective October 1, 2016. He recommended that the County utilize the PreferredONE network, which includes Walgreens, Walmart, Publix, independents, but excludes CVS. He stated that PRIME, the Blue Cross Blue Shield Pharmacy Benefit Manager, has negotiated savings with these pharmacies that will result in approximately $110,000 in savings.

Mr. Kramer also recommended that the County utilize PRIME's NetResults formulary with competitive discounts. He explained that this formulary will utilize lower cost alternatives, increase the amount of manufacturer rebates, exclude prescriptions that can be purchased over the counter (for example, allergy medications), non-essential drugs or drugs with safety or efficacy concerns. Mr. Kramer noted that the approximate savings of using this formulary will be approximately $300,000. After discussion, the Commission agreed to place these changes on the next agenda.

PRESENTATION BY PRESIDENT RANDY GEORGE AND CHAIRMAN BRUCE CRAWFORD WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

President Randy George and Chairman Bruce Crawford with the Montgomery Area Chamber of Commerce requested that the Commission reduce the percentage of lodgings fee collections allocated to the Chamber from 22% to 20% and eliminate the $420,000 cap. Mr. George presented a handout regarding the economic impact of visitors in Montgomery. The Commission agreed to discuss this request during County Budget Hearings.

PRESENTATION BY BOARD PRESIDENT TOBY ROTH AND EXECUTIVE DIRECTOR STEVEN WOERNER WITH BRIDGE BUILDERS

Board President Toby Roth and Executive Director Steven Woerner with Bridge Builders briefed the Commission regarding the program and requested funding. The Commission asked Administrator Mims to research how much funding was given to the program last year and report back to them at their next meeting.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a board member appointment to the Montgomery City/County Public Library Board. Chairman Dean recommended the appointment of Ms. Patina Moss to the board. After discussion, the Commission agreed to place this board member appointment on the next agenda.

Administrator Mims presented a letter from Mayor Todd Strange requesting funding in the amount of $50,000 to the USS MONTGOMERY (LCS 8) Commissioning and Support Foundation. The Commission requested more information on the events and agreed to discuss this item at their next meeting.

Administrator Mims presented a letter from Mayor Todd Strange requesting funding for renovations of the Juliette Hampton Morgan Branch Library and Minutes of the March 21, 2016 County Commission Meeting. He noted that the request was for $460,000 for two years for a total of $920,000. The Commission requested more information on the events and agreed to discuss this item at their next meeting.

Administrator Mims presented a letter from the Alabama Department of Economic and Community Affairs, in which they informed the Commission that their $100,000 Grant for the Old Selma Road Park has been advanced to a Second Level Application Process. The Commission agreed to move forward with this second level process.

Administrator Mims presented a brochure from Executive Director Cynthia Brown with the Heritage Training and Career Center. He stated that Ms. Brown has requested to meet with the County Commission on August 1, 2016. The Commission asked Administrator Mims to schedule Ms. Brown to meet with them at their next meeting.

Administrator Mims presented a memorandum from Public Affairs Director DiDi Henry regarding Town Hall/County Commission Meetings. Commissioner Walker requested that Administrator Mims put together a schedule of Town Hall/County Commission Meeting dates and the Districts in which they will be held. The Commission agreed to place on the next agenda a Resolution to move the August 15, 2016, Commission meeting to Cleveland Avenue YMCA, to begin the Information Session at 4:00 p.m., and to begin the Formal Session at 5:30.

Administrator Mims presented the 2017 Budget Calendar.

Administrator Mims presented the Schedule of Upcoming Bids/Contract Renewals for July, August and September.

Administrator Mims presented the Revenue Reports for June 2016 from Tax and Audit Department.

Administrator Mims presented the Population Report for June 2016 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for June 2016 for Community Corrections.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Danny Martin, President of East Montgomery Baseball and Softball League at the request of Commissioner Walker.

The Pledge of Allegiance was led by Baseball and Softball Players from East Montgomery at the request of Commissioner Walker.

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

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of July 5, 2016. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

CONSENT AGENDA

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

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

PUBLIC HEARING

PUBLIC HEARING REGARDING PROJECT AGREEMENT BY AND AMONG CITY OF MONTGOMERY, MONTGOMERY COUNTY, ALABAMA, AND GERHARDI, INC.

NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that at 9:30 a.m. on July 18, 2016, the Montgomery County Commission (“Commission) for Montgomery County, Alabama (“County”) will hold a regular meeting in the Commission’s chambers located at 101 South Lawrence Street in Montgomery, Alabama. Such regular meeting will constitute a public meeting. One of the purposes of the public meeting will be to consider, discuss, vote upon, and take action on the adoption of a resolution (A) approving and authorizing (i) the County’s sale and conveyance of approximately fifty-two (52) acres, more or less, at a price per buildable acre less than fair market value thereof to Gerhardi, Inc. (“Gerhardi”) upon certain conditions being met for purposes of Gerhardi locating, constructing, furnishing and equipping an approximately 103,000 square foot manufacturing and assembly facility (“Project”) in the Montgomery Industrial Park for the manufacture and assembly of automotive parts using injection molding and electroplating processes, and (ii) the County’s grant to Gerhardi of the sum of $250,000 as an advance payment in reimbursement against capital investments to be made by Gerhardi on the Project, with such conveyance to be made subject to a possibility of reverter in favor of the County and also subject to a mortgage in favor of the County in the event that Gerhardi shall fail to satisfy its requirements under a Project Agreement to be entered into by and among the City of Montgomery, the County and Gerhardi (“Project Agreement’) and (B) ratifying, authorizing and approving the execution, delivery and performance by the County of the Project Agreement. These grants and uses of public funds and things of value are in consideration of, among other items, the agreements of Gerhardi to expend approximately $37,865,000 in capital investment for the design, engineering, construction, furnishing and equipping of the Project and to employ 235 Full-Time Employees at established levels of wages and to maintain such employment levels for periods of time as specified in the Project Agreement, and Gerhardi’s agreement to repay certain amounts if construction of the Project is not commenced (as defined in the Project Agreement) or operations are not commenced (as defined in the Project Agreement) at the Project within certain time periods or if target levels of employment at established wage rates are not met or maintained or if other conditions contained therein are not met. The County believes that the construction, equipping and furnishing of the Project and the additional improvements thereto will, inter alia, have at least the following public benefits: promote and continue economic and industrial development within the County, create additional jobs, increase median wage rates, expand the tax base and otherwise promote the health, welfare and prosperity of the citizens of the County. The identity of the business entity for whose benefit the City proposes to use and grant public funds and things of value is Gerhardi, Inc., an Alabama corporation. This notice is being given in accordance with Amendment 713 of the Alabama Constitution of 1901, as amended, as the expenditure of funds by the County is for the purpose of promoting local economic and industrial development within the corporate limits of the County.

Given on this 8th day of July, 2016.

MONTGOMERY COUNTY COMMISSION

End of Public Hearing Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding the Gerhardi Project.

Senior Vice President of Corporate Development Ellen McNair, Montgomery Area Chamber of Commerce, spoke on the amazing partnership with the first German Manufacture here in Montgomery, Alabama. She thanked the Commissioners for working hand in hand with the City to make that happen. Administrator Mims stated that the City and County are in agreement with this project.

Chairman Dean thanked Ms. McNair and then declared the Public Hearing closed.

NEW BUSINESS

COUNTY COMMISSION – APPROVED PROJECT AGREEMENT BY AND AMONG CITY OF MONTGOMERY, MONTGOMERY COUNTY, ALABAMA, AND GERHARDI, INC., AND ADOPTED RELATED RESOLUTION

Administrator Mims requested approval of Project Agreement by and among City of Montgomery, Montgomery County, Alabama, and Gerhardi, Inc., and adoption of related resolution.

Commissioner Williams made a motion to approve Project Agreement by and among City of Montgomery, Montgomery County, Alabama, and Gerhardi, Inc., and adopt related resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Project Agreement, Resolution, Attorney Gallion's Opinion, Memorandum, and Emails, Agenda Pages 1-1 through 1-54, are attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2015 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S) AND ADOPTED RELATED RESOLUTION

Administrative Mims presented the following memorandum from Revenue Commissioner Janet Y. Buskey:

MEMORANDUM

Date: June 28, 2016

TO: Donald L. Mims
County Administrator

FROM: Janet Y. Buskey
Revenue Commissioner

SUBJECT: Approval of 2015 Annual Report

I have enclosed the 2015 Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements and the related resolution for approval at the July 18, 2016 County Commission meeting.

If you have any questions, please let me know.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the 2015 Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements and adopt the related resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of 2015 Annual Report's Bids and Resolution, Agenda Pages 2-2 through 2-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SUBGRANT AGREEMENT WEATHERIZATION PROGRAM, GRANT NUMBER DOE-028-16

Administrator Mims presented the following memorandum:

July 6, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Subgrant Agreement Weatherization Program Grant Number DOE-028-16

The Montgomery County Commission, during its meeting on July 5, 2016, agreed to place on the next agenda a Subgrant Agreement Weatherization Program, Grant Number DOE-028-16.

I am requesting that the Commission approve this Grant Application.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter, Agreement and Disclosure Statement, Agenda Pages 3-2 through 3-23, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED MID-SOUTH RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, INC., GRANT APPLICATION REGARDING OUTDOOR, ADULT FITNESS EQUIPMENT FOR FLATWOOD PARK AND COMMUNITY CENTER

Administrator Mims presented the following memorandum:

July 6, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Mid-South Resource Conservation & Development Council, Inc., Grant Application regarding Outdoor, Adult Fitness Equipment for Flatwood Park and Community Center

The Montgomery County Commission, during its meeting on July 5, 2016, agreed to place on the next agenda a Mid-South Resource Conservation & Development Council, Inc., Grant Application regarding outdoor, adult fitness equipment for Flatwood Park and Community Center.

I am requesting that the Commission approve this Grant Application.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Grant Application Agenda Pages 4-2 through 4-4 is attached to these Minutes.)

<u>SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 5ATL (#2) (FY2015 - $22,932)</u>

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

June 24, 2016

<u>MEMORANDUM</u>

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grant
5ATL (#2) Grant - $22,932.00

I am requesting that the County Commission approve the above-mentioned grant at the next Commission meeting. After the grant is approved, please have Mr. Dean sign the agreements.

Please let my Administrative Assistant, Christie, know once these agreements have been signed and she will pick them up.

If you have any questions, please do not hesitate to contact me or my assistant.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 5-2 through 5-12, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED PROFESSIONAL SERVICES CONTRACT WITH THE CITY OF AUBURN FOR LAW ENFORCEMENT SERVICES AT MAJOR SPORTING EVENTS AND/OR SPECIAL EVENTS

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

July 7, 2016

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Auburn Police
Football Games

I am requesting that the County Commission approve the attached letter at the next County Commission meeting allowing the Montgomery County Sheriff's Office to assist Auburn Police Department during their football games.

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

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Letter, Contract and Schedule, Agenda Pages 6-2 through 6-4, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED MUTUAL AID AGREEMENT WITH THE CITY OF AUBURN DEPARTMENT OF PUBLIC SAFETY

Administrator Mims presented the following letter from Sheriff Derrick Cunningham:

July 18, 2016

Chief Paul Register
Auburn Police Division
161 North Ross Street
Auburn, Alabama 36830

Dear Chief Register:

The Montgomery County Sheriff's Office agrees to enter into a Mutual Aid Agreement with the Auburn Department of Public Safety to provide law enforcement assistance to the Auburn Police Division upon their request. The Montgomery County Sheriff's Department Office further agrees to place its officers under the command and supervision of the Auburn Chief of Police or any of his designated officers whenever such assistance is provided.

End of Letter

Vice Chairman Harris made a motion to approve the letter of Mutual Aid Agreement. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

ENGINEERING DEPARTMENT – APPROVED AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION REGARDING RESURFACING MOORE ROAD FROM SR-94 TO US-231, PROJECT NO. STPNU-5115(250), MCP 51-78-16, CPMS REF. #100065619 AND ADOPTED RELATED RESOLUTION

Administrator Mims presented the following memorandum from County Engineer George Speake:

June 22, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Agreement for Resurfacing
Moore Road from SR-94 to US-231
Project No. STPNU-5115(250), MCP 51-78-16, CPMS Ref. #100065619

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for Resurfacing Moore Road (CR-89) from SR-94 to US-231, Project No. STPNU-5115(250), MCP 51-78-16, CPMS Ref. #100065619.

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

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the agreement and adopt related resolution. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of the Letter, Agreement, and Resolution, Agenda Pages 8-2 through 8-8, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED PROFESSIONAL SERVICES CONTRACT WITH TEREZ FULLER FOR THE E.V.E.N. PROGRAM

Administrator Mims presented the following memorandum from Community Corrections Director Paul H. Brown:

MEMORANDUM

Date: June 15, 2016

TO: Elton Dean - County Commission Chair

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Future Commission Agenda Item –
Professional Services Contract for the E.V.E.N.
Domestic Violence Education/Intervention Program

On Tuesday the 14th of June, 2016, the MCCPCA Board approved to forward to the County Commission a proposed contract with Terez Fuller to provide contracted professional services to the E.V.E.N. Domestic Violence Education/Intervention program. This position is needed to perform services when other contracted providers are unable to present due to other obligations including being away for training, other work demands and occasional annual leave from their full-time work.

The proposed contract is for the remainder of the current fiscal year and is a starting contract offer of $20.00 per hour. This offer is typically increased to $25.00 per hour after a year of demonstrated proficiency in providing quality services to the offender population. The E.V.E.N. program is essentially funded by the proceeds paid by each participant which totals $440.00 for each participant completing the course of instruction. I respectfully recommend that the proposed Professional Services Contract be placed on the next Commission Agenda for consideration/approval.

End of Memorandum

Vice Chairman Harris made a motion to approve the Professional Services Contract. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Contract, Agenda Pages 9-2 through 9-4, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEMORANDUM OF UNDERSTANDING BETWEEN CITIES OF MILLBROOK, MONTGOMERY, AND PRATTVILLE, THE COUNTIES OF AUTAUGA, ELMORE AND MONTGOMERY AND MAXWELL AIR FORCE BASE FOR ZONING AND LAND USE CHANGE NOTIFICATIONS

Administrator Mims presented the following memorandum:

MEMORANDUM

Date: July 6, 2016

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Memorandum of Understanding between Cities of Millbrook, Montgomery, and Prattville, the Counties of Autauga, Elmore and Montgomery and Maxwell Air Force Base for Zoning and Land Use Change Notifications

The Montgomery County Commission, during its meeting on July 5, 2016, agreed to place on the next agenda a Memorandum of Understanding between Cities of Millbrook, Montgomery and Prattville, the Counties of Autauga, Elmore and Montgomery and Maxwell Air Force Base for Zoning and Land Use Change Notifications.

I am requesting that the Commission approve this Memorandum of Understanding.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of the Memorandum of Understanding, Spreadsheet, Map, Email, Attorney Gallion's Opinion, Memorandum and ACT #2014-013, Agenda Pages 10-2 through 10-21, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH ADVANCED DISPOSAL REGARDING GARBAGE COLLECTION SERVICE (ALABAMA COOPERATIVE EXTENSION SERVICE AT 5340 ATLANTA HIGHWAY), CONTRACT NUMBER 51901-15B-022

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: June 27, 2016

RE: Contract No. 51901-15B-022
Garbage Collection Service

Request the attached Amendment No. 2 to provide a two (2) yard dumpster serviced once per week for Alabama Cooperative Extension Service at 5340 Atlanta Hwy., Montgomery, AL 36109 be considered for approval on a future agenda.

This amendment will allow the contract with Advanced Disposal to provide garbage collection services at the Alabama Cooperative Extension Service on a monthly basis at $51.00 per month.

The Alabama Cooperative Extension Service was not part of the original bid; however, per the Invitation to Bid, Montgomery County Commission reserves the right to add other locations, within the county, as needed, during the period of the contract.

Advanced Disposal contract will expire June 30, 2018, and prices will remain firm during the contract period.

Amendment has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter and Amendment, Agenda Pages 11-2 through 11-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO RECOGNIZE AND DENY CLAIM FILED BY KY'ANN COGMAN

Administrator Mims presented the following memorandum from County Attorney Thomas T. Gallion, III:

MEMORANDUM

Date: July 27, 2016

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Claim of Ky'ann Cogman

I have reviewed your email dated June 27, 2016, along with a letter from Leirin Ragan and Haynes & Haynes regarding a claim filed Ky'ann Cogman.

It is my opinion that this is a claim against a city police officer. The county has nothing to do with this issue. Therefore, I would opine to deny the claim.

End of Memorandum

Commissioner Walker made a motion to approve to recognize and deny the claim. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter and Statement, Agenda Pages 12-2 through 12-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO RECOGNIZE AND DENY CLAIM FILED BY CATHERINE LEONARD

Administrator Mims presented the following memorandum from County Attorney Thomas T. Gallion, III:

MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED

TO: Donnie Mims
Sheriff Derrick Cunningham

FROM: Tommy Gallion

DATE: June 6, 2016

RE: Claim of Catherine Leonard

I am in receipt of your email dated May 25, 2016, forwarding a letter from Attorney Priscilla Duncan regarding the claim of Catherine Leonard alleging that on June 8, 2015, deputies entered her home without permission and without a warrant and damaged personal property.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

End of Memorandum

Vice Chairman Harris made a motion to approve the recommendation. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Letter and Email, Agenda Pages 13-2 through 13-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF PROFESSIONAL DUES FOR COUNTY ADMINISTRATOR DONALD L. MIMS

Administrator Mims presented the following memorandum:

June 29, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of Professional Dues

For many years, Elected Officials and Supervisors have authorized the payment of professional dues for employees who were attorneys or Certified Public Accountants.

As a CPA, I attend Continuing Professional Education courses regarding changes in governmental accounting standards. Membership in the Alabama Society of CPAs and the American Institute of Certified Public Accountants allows the county to receive discounts on CPE courses up to $80 per course.

These courses have helped me stay current on governmental accounting standards that the Examiners of Public Accounts utilize in their audit of the County Commission.

I am requesting for the County Commission to authorize payment of 2016-2017 professional dues to the Alabama Society of CPAs ($180.00) and the America Institute of Certified Public Accountants ($255.00).

Should you have any questions, please contact me.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

SUPPORT SERVICES – APPROVED BID AWARD TO SHARPCUT LAWN SERVICE, REGARDING MONTGOMERY COUNTY PARK GROUNDS MAINTENANCE, BID NUMBER 51901-16B-024

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: July 13, 2016

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

I request approval of award on the above referenced Invitation to Bid, to the lowest bidder, Sharpcut Lawn Service in the amount of $35,990.00, be placed on the agenda for the County Commission meeting on July 18, 2016. (Copy of spreadsheet attached.)

Coordination of award made with Florence Cauthen, Deputy Administrator and James Williams, Parks & Recreation Superintendent.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Spreadsheet and Agreement, Agenda Pages 15-2 through 15-6, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED STATE OF ALABAMA CONTRACT T190 RENTAL AGREEMENT REGARDING COPIERS WITH SHARP ELECTRONICS CORPORATION

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: June 30, 2016

RE: State of Alabama T190 Rental Agreement
Copiers with Sharp Electronics

I request that lease agreement with Sharp Electronics Corporation to be amended as directed in the opinion from the Montgomery County's Attorney, be placed on the July 18, 2016, agenda for approval by the Commission.

The base rental is $86,815.80 for forty-six (46) copy machines throughout the County. The cost of copy machines for the last year was $83,813.42, which is the price for base rental plus the cost of overages for thirty-eight (38) copy machines.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Agreement, Attorney Gallion's Opinion and Memorandum, Agenda Pages 16-2 through 16-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

Administrator Mims requested approval of the following miscellaneous appropriations reprogramming requests:

July 18, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

C-2016-74: Montgomery Habitat for Humanity, to Address Training and Development Needs of Staff in Order to Provide Decent, Affordable Houses for Qualifying, Economically Disadvantaged Residents in Montgomery County - $1,000; (Walker)

NC-2016-130: City of Montgomery, to be used by BONDS to Support the Woodley Park Area Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $1,000; (Harris)

NC-2016-131: City of Montgomery, to be used by BONDS for Dalraida Neighborhood Watch - $800; (Walker)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow Commissioners concurred:

C-2016-75: Alabama Shakespeare Festival, for Educational Programs - $2,500; (Hall)

C-2016-76: Alabama Baseball Coaches Association, Inc., for the Montgomery Miracle League - $2,500; (Hall)

C-2016-77: Make-A-Wish Foundation of Alabama, Inc., for Montgomery General Operations - $500; (Hall)

NC-2016-132: City of Montgomery, to be used by BONDS to Support Southlawn Community Organization, for the “National Night Out” Event - $500; (Dean)

NC-2016-133: City of Montgomery, to be used by BONDS to Support Woodcrest Improvement Association, for the “National Night Out” Event - $500; (Dean)

NC-2016-134: City of Montgomery, to be used by BONDS to Support Twin Gates Community Association, for the “National Night Out” Event - $500; (Dean)

NC-2016-135: City of Montgomery, to be used by BONDS to Support Seth Johnson Neighborhood, for the “National Night Out” Event - $500; (Dean)

NC-2016-136: City of Montgomery, to be used by BONDS to Support Normandale Neighborhood Association, for the "National Night Out" Event - $500; (Dean)

NC-2016-137: City of Montgomery, to be used by BONDS to Support Mobile Heights Improvement Association, for the "National Night Out" Event - $500; (Dean)

NC-2016-138: City of Montgomery, to be used by BONDS to Support Hunter Station Community Association, for the "National Night Out" Event - $500; (Dean)

NC-2016-139: City of Montgomery, to be used by BONDS to Support Brickdale Estates Old Selma Road Neighborhood Association, for the "National Night Out" Event - $500; (Dean)

NC-2016-140: Alabama State University, for the WVAS FM Radio Nat King Cole Jazz Festival - $2,500; (Dean-$625, Harris-$625, Hall-$625, and Williams-$625)

NC-2016-141: City of Montgomery Parks and Recreation Department, for Willie L. Cook, III Community Center for Youth Programs - $1,000; (Dean-$500 and Hall-$500)

Commissioner Walker made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (6)

Administrator Mims recommended the following Budget Change Requests for approval by the Commission:

DEPARTMENT	BUDGET CHANGE REQUESTS
1. County Commission	Request Number 2
2. District Attorney's Office	Request Number 4
3. Engineering Department	Request Number 10
4. Judge of Probate	Request Number 8
5. Personnel Department	Request Number 4
6. Emergency Mgmt. Comm. District Board	Request Number 2

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 18-1 through 18-6, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 69 FOR $35,000 TO MONTGOMERY AREA CHAMBER OF COMMERCE FOR THE 2016 WORLD FIRE FIGHTER COMBAT CHALLENGE

Administrator Mims requested approval of Budget Change Request Number 69, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 19-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 70 FOR $5,000 TO MONTGOMERY CENTER FOR INDEPENDENT LIVING D/B/A INDEPENDENT RIGHTS & RESOURCES FOR OPERATIONAL EXPENSES

Administrator Mims requested approval of Budget Change Request Number 70, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 20-1, is attached to these Minutes.)

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

Administrator Mims presented the following memorandum:

July 6, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

The Montgomery County Commission, at its meeting on July 5, 2016, agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

(1) Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 078
(2) Deputy Sheriff – Part-Time, (CO0431-PT), Position Number 6

I am requesting approval of these items.

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 21-2 and 21-3, are attached to these Minutes.)

<u>BOARD OF REGISTRARS – APPROVED POSITION FILL REQUEST FOR RETIRED RSA EMPLOYEE</u>

Administrator Mims presented the following memorandum:

July 6, 2016

<u>MEMORANDUM</u>

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Retired RSA Employee/Clerical/Semi-Skilled from the Board of Registrars

The Montgomery County Commission, during its meeting on July 5, 2016, agreed to place on the next agenda a Position Fill Request for Retired RSA Employee/Clerical/Semi-Skilled (CO0077), Position Number to be determined, from the Board of Registrars.

I am requesting that the Commission approve this Position Fill Request.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 22-2 and 22-3, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUEST FOR SENIOR ADMINISTRATIVE ASSISTANT, POSITION NUMBER 400019013

Administrator Mims presented the following memorandum from Chief Administrator of the District Attorney's Office Rhonda B. Cape:

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: June 16, 2016

SUBJECT: Position Fill Request

I respectfully request the County Commission approve the attached position fill request for a Senior Administrative Assistant. This vacancy was created by a recent resignation.

This position is responsible for specialized administrative, financial and secretarial duties. The funding for this is in the budget.

Contact me if you have any questions.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 23-2, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED HIRING APPRAISER III AT PAY GRADE A10, STEP 7 ($68,089)

Administrator Mims presented the following memorandum from Chief Appraiser Clay Henley:

July 5, 2014

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Appraiser III Request for A10 Step 7

The Appraisal Department recently conducted interviews and selected a candidate to fill the position of Appraiser III. The selectee, Mark Sims, is currently employed with the Alabama Department of Revenue, Property Tax Division. His current salary is $64000 per year. I am requesting that Mr. Sims be hired at 2 steps above his current salary. Mr. Sims has over 15 years of experience with the Department of Revenue and, prior to that, he worked for 8 years in the Marshall County Appraisal Department. He has been the lead worker in Marshall County since 2011 in an oversight position for the State and has worked on numerous special projects throughout his career. He also holds the designation of Alabama Certified Appraiser (ACA) and has completed all related appraisal courses required for that designation. He has a full understanding of the yearly appraisal process and would be able to begin working with no training. Therefore, I request your approval to begin Mr. Sims at A10 Step 7.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED HIRING GENERAL SERVICES DIRECTOR AT PAY GRADE 13, STEP 3 ($80,458)

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

MEMORANDUM

TO: Montgomery County Commissioners

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Request to Hire General Services Director at Pay Grade 13, Step 3

Lamar Allen has been selected as the General Services Director for the Montgomery County Commission. With more than twenty years of experience as a project manager/estimator for both commercial and residential construction, certification as an NAHB Graduate Builder, and manager of rental properties (including custodial services and grounds maintenance), Mr. Allen brings management experience and education well beyond the minimum qualification for the position.

I recommend that Mr. Allen be hired as General Services Director at Pay Grade 13, Step 3, at an annual salary of $80,458 and request that the recommendation be placed on future agenda.

End of Memorandum

Commissioner Hall made a motion to approve the recommendation. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (15)

Administrator Mims recommended the following Travel/Training Requests for approval by the Commission:

	DEPARTMENT	TRAVEL/TRAINING REQUESTS
1.	County Commission	Request Numbers 33 and 34
2.	Finance Department	Request Numbers 7, 8, and 9
3.	Sheriff's Office	Request Numbers 51 and 52
4.	Detention Facility	Request Number 10
5.	Youth Facility	Request Numbers 18, 19, and 20
6.	Risk Management	Request Number 17
7.	Appraisal Department	Request Number 14
8.	Personnel Department	Request Number 24
9.	Revenue Department	Request Number 8

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 26-1 through 26-15, are attached to these Minutes.)

WAIVE RULES

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

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 4BAL (FY2014 - $17,000)

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

July 15, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Homeland Security 4BAL Grant - $17,000

I am requesting that the County Commission waive the rules at the County Commission meeting on Monday, July 18th, and approve the above-mentioned grant. After the grant is approved, please have Mr. Dean sign the agreements. Please let my Administrative Assistant, Christie, know once these agreements have been signed and she will pick them up.

If you have any questions, please do not hesitate to contact me or my assistant.

End of Memorandum

Commissioner Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 27-2 through 27-12, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 71 FOR $8,000 TO MONTGOMERY COUNTY BOARD OF EDUCATION FOR "MONTGOMERY PUBLIC SCHOOL KICKOFF CLASSIC" FOR ALABAMA STATE UNIVERSITY STADIUM UTILIZATION

Administrator Mims requested approval of Budget Change Number 71, County Commission Appropriations.

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 28-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 72 FOR $2,500 TO ALABAMA COOPERATIVE EXTENSION SYSTEM FOR THE 2016 SUCCESSFUL AGING INITIATIVE CONFERENCE,

Administrator Mims requested approval of Budget Change Number 72, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 29-1 is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 73 FOR $5,000 TO NEWTOWN MISSION FOR MISSING AND EXPLOITED INDIVIDUAL AWARENESS

Administrator Mims requested approval of Budget Change Request Number 73, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 30-1, is attached to these Minutes.)

COMMENTS BY COMMISIONERS AND ATTENDEES

Pam Riley-Boldin, of the Riley Relief Foundation, thanked law enforcement, and each one for their help and support. She shared dates of events the foundation will host including December 7, 2016 and February 17, 2017 (Alabama Missing Children) and May 25, 2017 (National Missing Children). Ms. Boldin stated she has been around the world for training for the safety of children and is asking for the Commission's support. She explained her organization is not a Section 501-C (3), but states they have been operating for nine years. Mr. James Hall, City /County Chaplin of Newtown Mission, was introduced.

Mr. Hall shared his support and help for the Riley Relief Foundation and stated that the Commission donated $2,500 last year to the Newtown Mission for the Riley Relief Foundation. Chairman Dean said he was reminded of the song "I can only imagine", because he could not imagine if his kids or grandkids went missing. He stated that once his grandson got out of sight of his wife, and she panicked. Chairman Dean asked the Commission to double the amount donated to the organization last year to $5,000 from donated revenue.

Chairman Dean requested to waive rules and add to the agenda a budget change request appropriating $5,000 to Newtown Mission for missing and exploited individual awareness from Donation Revenue. Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

Mr. Gerald Williams, President of the Regency Park Association, asked for support to start an after school program in the building previously used by the Boys and Girls Club. He explained the sincere need for a youth program in the community and requested funds in the amount of $5,000. Commissioner Hall stated that a meeting is scheduled to discuss how the center would operate. Chairman Dean inquired if the Church of the Highland pays the light bill and provides weekly services. Mr. Williams stated the church pays the utilities and sponsors a program once a month as Outreach. He also stated the City has a lien on the building. Chairman Dean stated that an after school program would be good for the neighborhood, and Mr. Williams thanked the Commission.

Commissioner Hall thanked the Commission for the hard work it has done in working to bring business to Montgomery. He stated when Ms. Boldin spoke about missing children it made him think of his own children and how terrible something like that can be. He thanked her for the work of her foundation.

Commissioner Williams greeted everyone and also made remarks to Ms. Pam Boldin. He thanked her for the presentation of her work on behalf of the families of missing persons. Commissioner Williams shared that he had a sister who went missing 25 years ago. He said it seemed like she just dropped off the face of the earth. He shared that his sister called and wanted to borrow $150 and he refused to give it to her. He stated he wished he had given her the money. He thanked Ms. Boldin once again for the meaningful work she is doing.

Commissioner Walker thanked Commissioner Williams for his comments. She stated her two children and herself attended a prayer vigil at First Baptist Church on Ripley Street for the officers in Dallas. Commissioner Walker, whose family attends First Baptist Church on Perry Street, stated she told her children, who are seven and nine, that they were going to First Baptist on Ripley Street. She stated her children wanted to know why there were two First Baptist churches. She stated that the fact that there are two First Baptist Churches is a reality that we have to deal with. She went on to state that change needs to come from leadership in the community, black churches and white churches. She challenged each one of us to do something different: visit a black church or invite someone to our home who doesn't look like us. She stated that sometimes she is frustrated and has to take a deep breath, but she knows the Power is in the God of the universe. She said that Montgomery will be an example to the nation of how blacks and whites can come together.

Chairman Dean made a brief comment about his pastor's sermon on Sunday about the love of money, the love of pleasure and the love of self. He stated that he doesn't use the word hate because he loves everybody and tries to get along with everyone. He stated the Commission doesn't want power, but to serve the people who elected them to office. He explained the Commission doesn't love money or praise of self. The Commissioners love what they do and want to make change in the community. Chairman Dean stated, for example, that a 1960 resolution does not apply today because we want change in the Community. He stated some say Black lives matter, but in God's eyes, all lives matter. Chairman Dean went on to commend the Riley Relief Foundation-Missing Persons Program and stated his prayers are with those who have loved ones missing.

Vice Chairman Harris said that he could not add much and that Commissioner Walker hit the nail on the head. He stated that in order to have real change, there must be a change of heart and that hearts change through prayer and living it.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on July 18, 2016, at 10:25 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

7-18-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 7-8-16

Check Number	To	Check Number
261990		262050
Total Checks Paid		$158,248.85

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

AGENDA

JUL 18 2016

7-18-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 7-8-16

Check Number	To	Check Number
262051		262150
Total Checks Paid		$1,190,512.40

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

AGENDA

JUL 18 2016

7-18-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 7-15-16

Check Number	To	Check Number
262151		262221
Total Checks Paid		$426,790.92

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

AGENDA

JUL 18 2016

7-18-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 7-15-16

Check Number	To	Check Number
262222		262286
Total Checks Paid		$255,223.08

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

7/18/16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

AGENDA

JUL 18 2016

CHECKS ARE DATED
7/8/16

Payroll Check Number	125807	To	Payroll Check Number	125888	$ 56,455.00
Direct Deposits					$ 853,087.74
Payroll Check Number	125889	To	Payroll Check Number	125913	$ 256,309.95
Direct Deposits					$ 391,843.13
Federal Deposits					$ 325,588.86
Total Payroll Paid					$ 1,883,284.68

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

AGENDA

JUL 18 2016

PROJECT AGREEMENT

BY AND AMONG

CITY OF MONTGOMERY,

MONTGOMERY COUNTY, ALABAMA,

AND

GERHARDI, INC.

(PROJECT RUMBA)

I-1

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (herein referred to as this "Agreement") is hereby made and entered into on this the _____ day of July, 2016 ("Effective Date"), by and among the City of Montgomery, a body corporate and politic (the "City"), Montgomery County, Alabama, a body corporate and political subdivision of the State of Alabama (the "County"), and Gerhardi, Inc., an Alabama corporation (the "Company"). The City, County, and Company are each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City and the County support and encourage business and industrial development within their territorial boundaries for the benefit of their citizens; and

WHEREAS, the Company has approached the City and the County regarding the Company's desire to construct and operate a manufacturing facility (the "Facility") as herein described on an approximately fifty-two and 48/100 (52.48) acre site located in the Montgomery Industrial Park in Montgomery, Alabama, as such site is more particularly shown on Exhibit "A" attached hereto (the "Project Site"); and

WHEREAS, the Company has represented that it will make a total capital investment of Thirty-Seven Million Eight Hundred Sixty-Five Thousand Dollars ($37,865,000) in purchasing, constructing and equipping the Facility and will employ at least 235 full-time employees at the Facility earning an average hourly wage of at least fifteen dollars and fifty-eight cents ($15.58), exclusive of fringe benefits; and

WHEREAS, the Company desires for the Project Site (including the Facility) to be annexed within the corporate limits of the City; and

WHEREAS, the Company has requested certain incentives in connection with locating at the Project Site, and the City and the County are willing to grant certain incentives, all on the terms and conditions herein contained, and based upon representations, agreements and covenants of the Company herein contained relating to the Project and the employment thereat; and

WHEREAS, the Parties desire to set forth the terms and conditions on which the incentives will be provided and the terms and conditions on which repayment of such incentives will occur in the event that the commitments on behalf of the Company as set forth in this Agreement are not fully satisfied.

NOW, THEREFORE, for and in consideration of the foregoing premises and the other agreements and covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1

DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the capitalized terms defined in this Article 1 shall have the meanings herein specified for all purposes of this Agreement unless otherwise clear from the context in which the term is used and shall be applicable to both the singular and plural forms of any of the terms defined herein.

"Act" means the Alabama Jobs Act (Alabama Act No. 2015-27), as codified in Ala. Code §§ 40-18-370, et seq.

"Actual Average Hourly Wage" shall be computed by the following formula: [(cash compensation for all Full-Time Employees for the applicable Reporting Year) divided by (hours worked by all Full-Time Employees in the same Reporting Year)]. For purposes of computing the Actual Average Hourly Wage, cash compensation shall include overtime pay and bonuses but shall not include Fringe Benefits.

"Agreement" means this Project Agreement, as amended in accordance with its terms.

"Capital Investment" shall have the meaning as provided in the Act.

"Capital Investment Target" shall have the meaning set forth in Article 2 of this Agreement.

"Capital Investment Target Date" shall have the meaning set forth in Article 2 of this Agreement.

"Change of Control" shall have the meaning of either:

i. The acquisition by any "person" (as the term "person" is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, whether or not the Company is subject to the Exchange Act, or

ii. The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company's assets.

"City" shall have the meaning set forth in the preamble.

"Closing" shall be the consummation of the sale and purchase of the Project Site, payment of the Purchase Price, and execution and delivery of Deed and Mortgage pursuant to Article 3.

"Closing Date" shall be August 8, 2016, unless another date is mutually agreed upon by the County and the Company.

"Commence Construction" or **"Commencement of Construction"** (and deviations of such terms) means physical work is being performed daily, using appropriate equipment and manpower to construct and equip the Facility and install necessary infrastructure to accomplish the objectives of the Project.

"Commence Operations" or **"Commencement of Operations"** shall mean that the Company is manufacturing injection molding and electroplating for the automotive industry at the Facility in commercial quantities.

"Company" shall have the meaning set forth in the preamble.

"County" shall have the meaning set forth in the preamble.

"Effective Date" shall have the meaning set forth in the preamble.

"Eligible Employee" means a person who both (i) meets the definition of Full-Time Employee as set forth in this Article 1, and (ii) satisfies the definition of Employee as provided in the Act.

"Force Majeure Event" means any matter outside the control of the Company (excluding unfavorable economic conditions), including acts of God, acts of terrorism, extreme weather, and the failure of any governmental entity to timely issue, upon proper submission and documentation by the Company, any permit required to Commence Construction, to complete the Project or to Commence Operations, including without limitation tax exemption certificates, building permits, certificates of occupancy and environmental permits.

"Fringe Benefits" shall include, but are not limited to, health insurance, retirement, life insurance, workmen's compensation, unemployment compensation, and FICA taxes.

"Full-Time Employee" means (i) a natural person that is being paid directly by the Company for not less than thirty-six (36) hours per week, is employed at the Facility, and who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, (ii) an employee of a direct contractor of the Company who is paid by the Company's direct contractor for working at the Facility for not less than thirty-six (36) hours per work week, (iii) a natural person working under a contract with the Company for working at the Facility for not less than thirty-six (36) hours per work week, or (iv) a Full-Time Equivalent Employee. Notwithstanding the above, the term "Full-Time Employee" shall not include an unskilled temporary employee, an employee of a temporary personnel agency or a worker performing construction work on buildings or other structures which are intended to be part of the Project. No existing employee of the Company, or any affiliate thereof, employed in the State either as of the Effective Date or at the time hired and transferred to work at the Facility (a "Transferred Employee") shall constitute a Full-Time Employee, except to the extent that the Company certifies to the State with respect to such Transferred Employee that it has not eliminated the Transferred Employee's previous position and that a new employee has been hired to fill substantially the same job and in the same pay category as that held by the Transferred Employee. All Full-Time Employees shall be eligible to receive any Fringe Benefit provided by his or her employer.

"Full-Time Equivalent Employee" shall mean two (2) natural persons employed by the Company with combined working hours at the Facility equal to or exceeding forty (40) hours per workweek. All Full-Time Equivalent Employees shall be eligible to receive all Fringe Benefits provided by his or her employer.

"Jobs Maintenance Period" shall have the meaning set forth in subsection 4.1(a) of this Agreement.

"Jobs Target" shall have the meaning set forth in subsection (c) of Article 2 of this Agreement.

"Jobs Recapture Amount" has the meaning set forth in subsection 4.3(c) of this Agreement.

"Jobs Target Date" shall have the meaning set forth in subsection (c) of Article 2 of this Agreement.

"Local Governments" means the City and the County.

"Local Governments Incentives" means those benefits and incentives provided by the Local Governments and their related entities, such as the Montgomery Area Chamber of Commerce.

"Minimum Average Hourly Wage" shall mean the Actual Average Hourly Wage of Full-time Employees at least equal to the Wage Rate.

"Mortgage" shall have the meaning set forth in subsection (a) of Article 3 of this Agreement.

"Mortgage Default" means an Event of Default under the Mortgage, as defined in subsection of Article 4, as the Mortgage is amended in accordance with its terms.

"NAICS Code" means the 2007 North American Industrial Classification System Code.

"Party" or "Parties" shall have the meaning set forth in the preamble of this Agreement.

"Person" means a natural person, corporation, business trust, association, company, partnership, limited liability company, joint venture and other entity and shall include a government agency and political subdivision.

"Project" or **"Facility"** means the construction and operation of an approximately 103,000 square foot facility for the manufacture of auto parts using molding and electroplating processes at the Project Site.

"Project Site" has the meaning set forth in the Recitals.

"Project Site Reverter" has the meaning set forth in subsection (a) of Article 3 hereof.

"Purchase Price" means the amount equal to the product of Ten Thousand Dollars ($10,000) in U.S. dollars times the number of acres, rounded to the nearest two decimal points, contained in the Project Site (excluding the land in the floodway containing approximately 15.47 acres), it being anticipated that the Purchase Price will be approximately $370,100.00 (i.e., $10,000 x 37.01 acres); provided, however, in no event shall the Purchase Price exceed $380,000.00.

"Reporting Year" shall mean each 365-day period of the Jobs Maintenance Period and begins on the first day of the calendar quarter following the Jobs Target Date.

"State" means the State of Alabama.

"Transferred Employee" means an existing employee of the Company, or any affiliate thereof, employed in the State either as of the Effective Date or at the time such employee is hired and transferred to work at the Facility.

"Yearly Average" means an average number calculated on an annual basis for each Reporting Year. The Yearly Average shall be calculated by adding the total number of Full-Time Employees on the 15th day of each month in the applicable Reporting Year and dividing that sum by twelve (12).

"Wage Rate" means $15.58 per hour, exclusive of Fringe Benefits.

In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" include printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; references to days shall mean calendar days unless specified otherwise; and references to Persons include their respective successors and permitted assigns.

ARTICLE 2

THE COMPANY'S COMMITMENTS, REPRESENTATIONS AND WARRANTIES

In consideration of the Local Governments providing the incentives described herein, the Company makes the following commitments to the Local Governments:

(a) The Company acknowledges that the citizens of the Local Governments anticipate the prompt receipt of substantial economic benefit to the local economies in return for the incentives granted under this Agreement. The Company shall consummate the purchase of the Project Site pursuant to Article 3 no later than the Closing Date, shall Commence Construction of the Facility not later than June 30, 2017, and the Company shall Commence Operations at the Facility not later than September 30, 2019.

(b) In furtherance of this Project, not later than December 31, 2022 (the "Capital Investment Target Date"), the Company's total Capital Investment in the Facility shall be no less than Thirty-Seven Million Eight Hundred Sixty-Five Thousand Dollars ($37,865,000) (the "Capital Investment Target").

(c) Not later than December 31, 2023 (the "Jobs Target Date"), the Company shall employ at least two hundred thirty-five (235) Full-Time Employees (the "Jobs Target"), earning the Minimum Average Hourly Wage.

(d) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in constructing, equipping and operating the Project. Contractors and vendors selected by the Company shall be in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(e) The Company shall give good-faith consideration for employment at the Project to qualified Montgomery residents, subject in all cases to the Company's then usual and customary hiring policies.

(f) The Company is a going concern, is financially solvent and shall make available adequate funding to complete the construction and equipping of the Project and to conduct the Company's business at the Facility.

(g) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement including any applicable employment and immigration laws.

(h) By signing this Agreement, the Company affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Furthermore, if the Company is found to be in violation of this provision it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. The Company will participate in the E-Verify program once it hires staff and is eligible to do so.

(i) The Company is not prohibited from consummating any of the transaction(s) contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(j) The Company has the legal power and authority to enter into this Agreement, the Mortgage and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement, to execute, deliver and perform the documents or instruments required herein and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the Local Governments, reasonable documentation of the foregoing authority and action shall be provided by the Company to the Local Governments. The Company's legal counsel, upon request, shall furnish an opinion of counsel to the Local Governments in a form reasonably satisfactory to the Local Governments as to the matters set forth in subsections (g) and (i) of this Article 2, and any other matters described herein requested by the Local Governments. Further, upon request of the Local Governments, the Company's accountants and other representatives shall furnish an opinion or other form of documentation reasonably satisfactory to the Local Governments as to the matters described herein.

(k) Notwithstanding anything in this Agreement to the contrary, in the event the Company shall fail to meet the commitments set forth in subsections (a), (b) or (c) of this Article 2 by the deadline set forth therein due to the occurrence of a Force Majeure Event, such delay shall not immediately result in a default or grounds for termination of this Agreement by the Local Governments. In such an event, the Company shall give the Local Governments written notice containing a description of the Force Majeure Event in question, an explanation of how the Company anticipates such event will affect the Company's performance under the Agreement, what actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under the Agreement. Provided that the Company is using good faith efforts to meet its commitments despite the delay caused by the Force Majeure Event, the Local Governments will give the Company a reasonable period of time to address such conditions before the Company shall be considered in default under the Agreement.

(l) The Company certifies to the Local Governments that the Facility has a NAICS Code of 322880 (Coating, Engraving, Meat Treating and Allied Activities).

(m) All such certifications provided under this Agreement shall be subject to the Local Governments' rights to review and audit, upon reasonable prior notice and during normal working hours, said certification or certifications in accordance with normal procedures that the Local Government's use with respect to loans and grants based upon employment criteria as established from time to time. The Local Governments may require reasonable additional documentation to support the certification.

ARTICLE 3

ECONOMIC DEVELOPMENT INCENTIVES

(a) The County agrees to sell to the Company, and the Company agrees to purchase from the County, the Project Site for the Purchase Price as adjusted for the credit provided under subsection (b) of this Article 3. Closing shall occur on the Closing Date through the law firm of Rushton, Stakely, Johnston & Garrett, P.A., Montgomery, Alabama. At Closing, (a) the Company shall pay the Purchase Price by wire transfer of immediately available funds in U.S. dollars through an escrow established with the law firm of Rushton, Stakely, Johnston & Garrett, P.A., Montgomery, Alabama, and (b) the County shall execute and deliver to the Company a Statutory Warranty Deed ("Deed") conveying the Project Site in the form attached as Exhibit "B," which shall contain the Project Site Reversion. The Deed shall provide for a reverter to the County of the Project Site in the event that the Company shall not Commence Construction of the Facility by December 30, 2017 ("Project Site Reverter"). Simultaneously with the conveyance of the Project Site from the County to the Company and as part of Closing, the Company shall also grant to the Local Governments a mortgage in the form attached hereto as Exhibit "C" (the "Mortgage") as security for the payment of the recapture amounts under Article 4 reflecting a maximum secured amount of One Million One Hundred Ten Thousand Three Hundred Dollars ($1,110,300), plus other monetary obligations of the Company under Articles 2 and 4 of this Agreement and under the Mortgage. The Company covenants and agrees that the Mortgage shall constitute and grant to the County, as mortgagee, a first-in-priority mortgage superior in all events to all other encumbrances and exceptions (other than exceptions to title in the Deed and the lien of ad valorem taxes) on the Project Site. In no event shall the Local Governments be required to subordinate the Mortgage. The Company shall pay the cost(s) to record the Deed and the Mortgage.

(b) Subject to the terms and on the conditions herein contained, on the Closing Date, upon consummation by the Company of the purchase of the Project Site from the County, the County shall pay to the Company the sum of Two Hundred Fifty Thousand Dollars ($250,000), such payment being treated as an advance payment in reimbursement of Capital Investments to be made.

(c) A basic ALTA survey (the "Survey") and an update to the existing environmental phase I report with respect to the Project Site will be provided to the Company on or before July 15, 2016 at no cost to the Company. The Company has reviewed and approved the existing environmental phase I report dated March 4, 2005, prepared by Goodwyn, Mills & Cawood, Inc. In the event that the update to the existing environmental phase I report reveals new circumstances which, in the reasonable opinion of the Company, endangers the viability or feasibility of the Project, or would result in costs in excess of $50,000 to remediate, the Company may terminate this Agreement by written notice to the Local Governments given within on or before July 29, 2016.

(d) To the extent permitted by law, the Local Governments agree to waive the applicable fees and charges for building permits and approvals by the Local Governments up to an aggregate amount not in excess of $50,000.

(e) The Montgomery Area Chamber of Commerce ("Chamber") shall provide a project coordinator to facilitate the implementation of all Local Government commitments and approval of the necessary Local Government permits.

(f) The Chamber shall provide the Company with temporary office space without payment of rentals therefor at a location designated by the Chamber for a period of six (6) months beginning as soon as mutually agreeable by the Parties.

(g) The Local Governments agree to provide an international family support official for a period of twenty-four (24) months from January 1, 2018 to assist with the transition of German families into the Montgomery community.

(h) As of the Effective Date, the Local Governments have authorized the Industrial Development Board of the City of Montgomery ("IDB") to grant the permissible local government noneducation tax abatements under the Tax Incentives Reform Act of 1992 (Ala. Code §§ 40-9B-1, et. seq.), as amended, if the Project qualifies for said abatements subject to such approvals and requirements as are imposed by the IDB relating thereto. The grant of authority for abatement of the Local Governments' portion of the noneducational ad valorem taxes is for the maximum exemption period. In the event that the IDB and the Company have not executed an abatement agreement for local taxes as contemplated in the two immediately preceding sentences on or before July 21, 2016, then the Company may terminate this Agreement by written notice to the Local Governments given on or before July 22, 2016.

(i) Upon request of Company and compliance with applicable statutory requirements subject to the City's governing body approval and other legal requirements, the City will agree to annex the Project Site within its corporate limits.

(j) The Chamber along with its FTZ Administrator will handle the application process to include the Project Site into the boundaries of FTZ #222 at no cost to the

Company. This process is anticipated to take approximately 90-120 days after collection of the necessary information from the Company and must be approved by the U.S. Department of Commerce – FTZ Board. The Company will, however, be responsible for the FTZ Board processing fee for site designation, which historically has ranged from $4,000 to $6,500.

If the Company decides to request FTZ Production Authority, the Chamber and Zone Administrator will assist in the FTZ Production Notification process at no cost to the Company. This process normally takes 120 days and is subject approval by the U.S. Department of Commerce – FTZ Board.

The Company will be responsible for all costs of implementing and maintaining FTZ procedures.

ARTICLE 4

COMPLIANCE AND RECAPTURE OF INCENTIVES

4.1 **Annual Compliance during the Jobs Maintenance Period**.

(a) The Company acknowledges that the Company's right to the Local Governments Incentives is contingent upon annual reporting to confirm compliance with the Jobs Target and Minimum Average Hourly Wage requirements as set forth in this Agreement. Annual compliance is required during the five (5) Reporting Years immediately following the Jobs Target Date (the "Jobs Maintenance Period").

(b) Not later than forty-five (45) days following the commencement of the Jobs Maintenance Period, the Company shall furnish to the Local Governments a certificate, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying the number of Full-Time Employees at the Facility as of the Jobs Target Date.

(c) Not later than forty-five (45) days following the last day of each Reporting Year and/or at such other times as the Local Governments may request, the Company shall furnish to the Local Governments a certificate, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying for each Reporting Year (i) the Yearly Average number of Full-Time Employees at the Facility, (ii) the amount of the total payroll, exclusive of Fringe Benefits, paid to Full-Time Employees at the Facility and (iii) the Capital Investment in the Project.

(d) The Local Governments may require the Company to provide such other documentation which the Local Governments deem necessary to confirm the Company's certification, which such documentation may be the documentation provided to the State under the Act.

4.2 **Property Recapture of Local Governments Incentives.**

(a) The Company acknowledges that the Local Governments Incentives offered by the Local Governments are based, in part, on the estimated economic impact that will be realized from the Capital Investment incurred in the Project and additional payroll and jobs created by the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture of the Property by the Local Governments of the Local Governments Incentives.

(b) If the Company shall (i) fail to Commence Operations by March 30, 2020 for any reason (and Force Majeure events shall not extend this date without written approval of the Local Governments), or (ii) after Commencement of Operations, fails to continue to operate the Project for a period of twenty-four (24) consecutive months from the date of Commencement of Operations, or (iii) breaches or violates any other covenant or agreement of the Company contained in Article 2 hereof, or (iv) a Mortgage Default occurs, then the Company shall pay in immediately available U.S. dollars jointly to the Local Governments an amount equal to the product determined by multiplying (A) Thirty Thousand and No/100s Dollars ($30,000.00) per acre by (B) the number of acres contained in the Project Site conveyed (excluding for purposes of the calculation the designated floodway areas of approximately 15.47 acres conveyed to the Company) (e.g., $30,000 per acre x 37.01 acres = $1,110,300), rounded to the nearest two decimal points, e.g. 37.01 acres.

(c) The Mortgage shall secure the obligations of repayment of the Company set forth hereunder and the covenants of the Company contained in Article 2 hereof and Mortgage Defaults. A default in the payment of the recapture amounts under this Section 4.2 or Section 4.3 shall be a Mortgage Default.

(d) Any recapture payments due from the Company under this Section 4.2 shall be made within thirty (30) days following the date of the event or failure triggering the repayment obligation.

(e) The right of the Local Governments to recapture the Local Governments Incentives shall survive a termination of this Agreement until satisfied.

4.3 **Jobs Recapture for Local Governments Incentives.**

(a) The Company acknowledges that the Local Governments Incentives offered by the Local Governments are based, in part, on the estimated economic impact that will be realized from the Capital Investment incurred at the Facility and additional payroll and jobs created by the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture and the provisions for disqualification of the Company's right to receive the Local Governments Incentives that the Company would otherwise be eligible to receive under this Agreement.

(b) If, on the Jobs Target Date, the Company owns the Project Site (other than by reason of paying the recapture amount in Section 4.2 hereof) and has less than 235 Full-Time Employees earning the Minimum Average Hourly Wage, then the Company shall pay jointly to the Local Governments the Jobs Recapture Amount determined as of the Jobs Target Date, as provided in Subsection (c) below.

(c) For any Reporting Year of the Jobs Maintenance Period, if the Company does not maintain sufficient number of Full-Time Employees to meet a Yearly Average at least equal to 200 Full-Time Employees who are earning the Minimum Average Hourly Wage, the Company shall pay to the Local Governments an amount equal to the product of (A) $1,063 multiplied by (B) the difference between 200 and the number of Full-Time Employees earning the Minimum Average Hourly Rate ("Jobs Recapture Amount").

(d) Any recapture payment under this Section 4.3 shall be repaid to the Local Governments by the Company within thirty (30) days after the Company receives written demand from the Local Governments.

(e) The right of the Local Governments to recapture the Local Governments Incentives shall survive a termination of this Agreement until satisfied.

4.4 **Termination of Incentives**. At the sole option and discretion of the Local Governments, upon written notice to the Company by either of the Local Governments following the occurrence of a breach, default or violation of this Agreement by the Company, or upon a Mortgage Default or upon any event triggering a repayment by the Company under this Article 4 (each is a "Default"), the obligations of the Local Governments shall cease and terminate.

In no event shall the termination or cessation of the obligations and agreements of the Local Governments in any way waive, limit, abrogate or eliminate the obligations of the Company hereunder, and such termination or cessation of such obligations by the Local Governments shall not constitute a termination of this Agreement.

ARTICLE 5

MISCELLANEOUS

(a) The effectiveness of this Agreement shall be subject to the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the City and County. It is expressly agreed and understood that each of the Mayor of the City and the Chairman of the Montgomery County Commission for the County may, at their option, execute and deliver this Agreement prior to such authorization but that the obligations, liabilities, agreements, and statements herein contained on the City and County shall not be binding and enforceable unless and until this Agreement is approved by the respective governing bodies of the City and the County following satisfaction of the provisions of Amendment 713 necessary for the actions and obligations of the City and County to be authorized and approved in connection with Amendment 713.

(b) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Furthermore, in order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same agreement and contract, for the same effect as if all Parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart by a Party shall constitute the same as delivery of the original of such executed counterpart by that Party. Any signature page of this Agreement (whether original, facsimile or electronic mail) may be detached from any counterpart of this Agreement (whether original, facsimile or electronic mail) without impairing the legal and binding effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The Parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other Parties will rely on the facsimile or electronic mail signatures as if it were an original signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based upon such form of signature.

(c) The governing law of this Agreement shall be the law of the State of Alabama.

(d) In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) All communications and notices expressly provided herein shall be in writing and shall be sent, by registered first class mail, postage prepaid, by a nationally recognized overnight courier for delivery on the following business day or by telex or telecopy (with such telex or telecopy to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), as follows:

City of Montgomery: Mayor Todd Strange
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101
Fax: (334) 241-2600

With copy to:	Kim Fehl, Esq. City of Montgomery Post Office Box 1111 Montgomery, Alabama 36101 Fax: (334) 241-2600 and Ms. Ellen McNair Montgomery Area Chamber of Commerce 41 Commerce Street Montgomery, Alabama 36104 Fax: (334) 265-4745
Montgomery County:	Honorable Elton Dean Donald Mims, Administrator Montgomery County Commission Post Office Box 1667 Montgomery, Alabama 36102 Fax: (334) 832-2533
With copy to:	Thomas T. Gallion, III, Esq. Haskell Slaughter Young & Gallion, LLC Post Office Box 4660 Montgomery, Alabama 36103-4660 Fax: (334) 264-7945
Company:	Gerhardi, Inc. c/o Hall Booth Smith, P.C. 191 Peachtree Street, Suite 2900 Atlanta, Georgia 30303 Attn: Fredy Franke Fax: (404) 954-5020

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Article 5(e).

(f) Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of this Agreement or otherwise.

(g) This Agreement may not be amended or modified except by a written instrument signed by each Party. The waiver by any Party of such Party's rights under this Agreement in any particular instance or instances, whether intentional or otherwise, shall not be considered as a continuing waiver which would prevent subsequent enforcement of such rights or of any other rights.

(h) This Agreement is not assignable without the consent of the other Parties hereto.

(i) The titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

(j) This Agreement constitutes the entire agreement and understanding among the Parties with respect to the Project and no other offers, agreements, understandings, warranties, or representations exist between the Company and any of the Public Entities.

(k) The Company represents and warrants to the Local Governments that (i) the Company is duly incorporated, validly existing and in good standing under the laws of the State, (ii) that the execution, delivery and performance of this Agreement has been duly authorized and does not violate the Company's governing organizational documents or any law applicable to it or any judgment or order applicable to it, (iii) that the Company has full power and authority to execute, deliver and perform this Agreement, and (iv) that, when executed, this Agreement constitutes the legal, valid and binding obligation of the Company enforceable against it in accordance with its terms. The representations, warranties and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

(l) This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Company and its successors and permitted assigns and shall be binding upon and shall inure to the benefit of the Public Entities and their respective successors and assigns and all other state agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to the Public Entities or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements, or obligations hereunder of the Local Governments which are Parties hereto.

(m) Time is of the essence as to all terms and conditions of this Agreement.

(n) No Party shall, in any event, be liable to any other Party, whether by way of indemnity or otherwise, for any indirect, incidental, punitive, special or consequential damages, including loss of revenue or profit, cost of capital, loss of business reputation or opportunity costs due to delays in payment, whether any such damages arise out of contract, tort (including negligence), strict liability or otherwise.

(o) This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to, nor confer any right of suit or action on, any Person other than the Parties and no such duties, standards of care, liability, rights of suit or action shall be created or exist in favor of any employees or independent contractors.

(p) For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee or partner of the other Party.

(q) The Parties hereto agree that the Local Governments shall have no liability, responsibility or obligation resulting from the construction or operation of the Project (provided, however, that this paragraph shall not relieve any Party of any of its obligations under the Agreement), and that all such liability, responsibility and obligation therefrom shall be the Company's alone.

(r) The Company shall release, save, hold harmless, and indemnify each of the Local Governments, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all third-party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from each of the Local Governments, shall defend the same at the Company's expense by counsel satisfactory to the particular Local Government. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

(s) The Company represents to the Local Governments that it has reached an agreement in principle with the State for a project agreement on the state level between the Company and the State. In the event that such project agreement has not been executed between the Company and the State on or before July 29, 2016, then the Company may terminate this Agreement by written notice to the Local Governments given on or before August 1, 2016.

[EXECUTION AND NOTARY ACKNOWLEDGMENTS
APPEAR ON NEXT FOLLOWING PAGES]

WHEREFORE, the Parties hereto have executed this Agreement as of the date their signature was properly notarized.

CITY OF MONTGOMERY

By:________________________________
Honorable Todd Strange
As Mayor

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Todd Strange, in his capacity as Mayor of the City of Montgomery, whose name is signed to the foregoing Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Project Agreement, that he, as such official and with full authority, has read the foregoing Project Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said City of Montgomery, Alabama on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of __________, 2016.

____
Notary Public
My Commission Expires:________________

MONTGOMERY COUNTY, ALABAMA

By: Montgomery County Commission

By:___________________________________
Honorable Elton Dean
As Its Chairman

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Elton Dean, in his capacity as Chairman of the Montgomery County Commission, whose name is signed to the foregoing Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Project Agreement, that he, as such official and with full authority, has read the foregoing Project Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission, acting in its capacity as Chairman thereof on this date, for and on behalf of Montgomery County, Alabama.

SUBSCRIBED AND SWORN to before me on this the _____ of __________, 2016.

____
Notary Public
My Commission Expires:_______________

WITNESSES:

____

____

GERHARDI, INC.,
an Alabama corporation

By:______________________________
As its ______________________

STATE OF ________________)

COUNTY OF ______________)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared ______________________, as __________________ of Gerhardi, Inc., an Alabama corporation, whose name is signed to the foregoing Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Project Agreement, that he/she, as such officer and with full authority, has read the foregoing Project Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said corporation on this date.

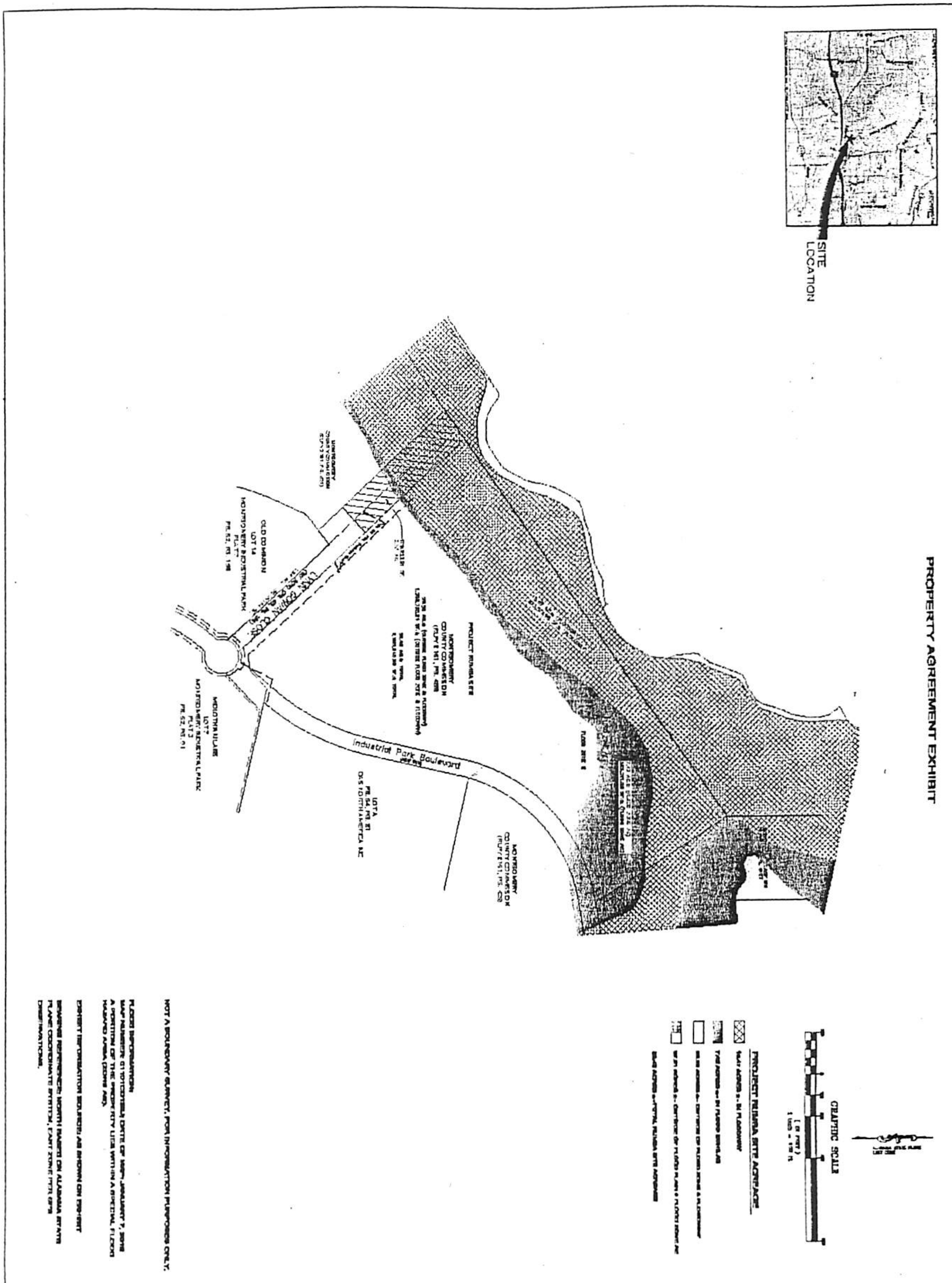
SUBSCRIBED AND SWORN to before me on this the _____ of _________, 2016.

____
Notary Public
My Commission Expires:______________

EXHIBIT "A"

Map of Project Site

[SEE ATTACHED]



MONTGOMERY INDUSTRIAL PARK
PROJECT RUMBA

MONTGOMERY, ALABAMA
PROPERTY ACREAGE AGREEMENT
32.48 ACRE LOT

ISSUE	DATE

GOODWYN | MILLS | CAWOOD

2660 EastChase Lane, Suite 200 | Montgomery, AL 36117
Tel 334.271.3200 | GMCNETWORK.COM

1-22

EXHIBIT "B"

Form of Statutory Warranty Deed

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS; that, in consideration of One Hundred and No/100 Dollars and other good and valuable considerations to the undersigned **Montgomery County, Alabama**, a body corporate and political subdivision of the State of Alabama ("Grantor"), in hand paid by Grantee herein, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents GRANT, BARGAIN, SELL and CONVEY unto **Gerhardi, Inc.**, an Alabama corporation ("Grantee"), its successors and assigns, the following described real estate, situated in Montgomery County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF ("Property").

This conveyance is expressly made subject to the following possibility of reverter created and established by Grantor: Fee simple title to the Property conveyed herein shall automatically revert to Grantor if the Grantee shall fail to Commence Construction of the Facility by December 30, 2017, as such provision is set forth in that certain Project Agreement dated as of ________________, 2016, entered into by and among Grantor, City of Montgomery and Grantee, which applicable provisions are incorporated herein by reference and made a part hereof as if more fully set forth at length. Capitalized terms appearing in the immediately preceding sentence, not otherwise defined in this Deed, shall have the meaning ascribed to them in the foregoing identified Project Agreement.

This conveyance is also made subject to (1) any ad valorem taxes for the current and subsequent years, (2) any and all easements, restrictions, reservations, rights-of-way and other matters affecting the Property which are of record in the Office of the Judge of Probate of Montgomery County, Alabama, (3) that certain Declaration of Covenants, Restrictions and Easements for Montgomery East Industrial Park, Montgomery, Alabama, by the Montgomery County Commission made July 19, 2004, recorded September 8, 2004, in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 2954, at Page 539, which Declaration is an attachment to and a part of that certain Memorandum from Donnie L. Mims to Probate Recording Office dated September 8, 2004, recorded in said Probate Office in Real Property Book 2954, at Page 536, (4) any matters which a survey or inspection of the Property would reveal, and (5) the Mortgage of even date from Grantee to Grantor which is being recorded in the Office of the Judge of Probate of Montgomery County, Alabama.

For purposes of ad valorem tax appraisal only, the mailing address of the Property is __________________________, Montgomery, Alabama. The mailing address of Grantee is ______________________________.

TO HAVE AND TO HOLD, the aforementioned premises, together with all improvements, easements and appurtenances thereunto appertaining, unto Grantee, its successors and assigns, FOREVER.

[EXECUTION BEGINS NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of ____________________, 2016.

MONTGOMERY COUNTY, ALABAMA
By: Montgomery County Commission

By:_________________________________
Honorable Elton Dean
As Its Chairman

STATE OF ALABAMA)
:
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elton Dean, in his capacity as Chairman of the Montgomery County Commission, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such official and with full authority, has read the foregoing instrument and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission, acting in its capacity as Chairman thereof on this date, for and on behalf of Montgomery County, Alabama.

Given under my hand this the _____ day of ________________, 2016.

(SEAL)

____
Notary Public
My commission expires: _______________

This instrument was prepared by:
Jeffrey W. Blitz, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100
0390-0072

NOTE: THE PREPARER OF THIS INSTRUMENT HAS SERVED AS A SCRIVENER ONLY AND HAS NOT EXAMINED TITLE WITH RESPECT TO THE PROPERTY DESCRIBED HEREIN AND DOES NOT HEREBY GIVE AN OPINION WITH RESPECT THERETO.

Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE PROVIDED]

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name: Montgomery County, Alabama
Mailing Address: Post Office Box 1667
Montgomery, AL 36102
Property Address: ____________________
____

Grantee's Name: Gerhardi, Inc.
Mailing Address: ____________________
____

Date of Sale ____________________
Total Purchase Price $____________________
Or
Actual Value $____________________
Or
Assessor's Market Value $____________________

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

___ Bill of Sale
___ Sales Contract
___ Closing Statement
___ Appraisal
___ Other ____________________

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1(h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1(h).

Date ____________ Print ____________________

_____ Unattested ____________________ (verified by) Sign ____________________

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

1-27

EXHIBIT "C"

Form of Mortgage

STATE OF ALABAMA)
:
COUNTY OF MONTGOMERY)

MORTGAGE

This Mortgage (this "Mortgage") is made and entered into as of this _____ day of ________________, 2016, by **Gerhardi, Inc.**, an Alabama corporation ("Mortgagor"), whose address is c/o Hall Booth Smith, P.C., 191 Peachtree Street, Suite 2900, Atlanta, Georgia 30303, Attn: Fredy Franke, in favor of **Montgomery County, Alabama**, a body corporate and political subdivision of the State of Alabama ("Mortgagee"), whose address is Post Office Box 1667, Montgomery, Alabama 36102.

RECITALS

A. Mortgagor is, or hereafter may be, jointly and severally obligated to pay or refund to the Local Governments certain amounts under that certain Project Agreement dated ____________, 2016, by and among the City of Montgomery, a body corporate and politic, Mortgagee and Mortgagor (the "Project Agreement"). Capitalized terms not otherwise defined in this Mortgage shall have the same meaning ascribed to such terms under the Project Agreement.

B. To secure the payment and/or refund obligations of Mortgagor to the Local Governments under the Project Agreement and the recapture amounts due the Local Governments under the Project Agreement and as an inducement to the Local Governments thereunder, Mortgagor has agreed to execute and deliver this Mortgage to Mortgagee.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the Payment Obligations (hereinafter defined), Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee, its successors and assigns, the following-described property, and does grant to Mortgagee a security interest in said property:

A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").

B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.

C. All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which Mortgagor is the lessor, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases").

The foregoing-described real property and interests in real property are hereinafter collectively called the "Mortgaged Property." The Mortgaged Property does not include any furniture, furnishings, machinery, equipment, appliances or other personal property that may be placed, used, installed or located on the Real Estate or in the Improvements (the "Mortgagor's Personal Property") even though the same may be temporarily affixed to any part of the Real Estate or the Improvements.

TO HAVE AND TO HOLD, the Mortgaged Property unto Mortgagee and its successors and assigns, forever.

This conveyance is intended to operate and is to be construed as a mortgage and security agreement with respect to the Mortgaged Property and is made under those provisions of existing laws of the State of Alabama.

And for the purpose of further securing the payment of the Payment Obligations, Mortgagor covenants and agrees as follows:

1. **MORTGAGOR'S WARRANTIES OF TITLE.** That Mortgagor is lawfully seized in fee and possessed of the Mortgaged Property, and has a good right to convey the same as aforesaid, that Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever. Mortgagor and Mortgagee agree that this Mortgage shall be a first mortgage on the Mortgaged Property, ahead of any and all other mortgages which may now or hereafter be granted by Mortgagor.

2. **PAYMENT AND PERFORMANCE**. Mortgagor shall perform, observe and comply with all of the provisions hereof and with those provisions contained in Sections 4.1, 4.2 and 4.3 of the Project Agreement requiring the due and punctual payment of any sums of money required to be paid or refunded by Mortgagor to the Local Governments under the Project Agreement and the recapture amounts due the Local Governments under the Project Agreement (the "Payment Obligations").

3. **INSURANCE**. (a) Mortgagor shall keep or cause to be kept the Improvements insured against loss or damage by fire, extended coverage perils, vandalism and malicious mischief for the full insurable value thereof. All policies shall provide that any losses payable thereunder shall (pursuant to loss payable clauses, in form and content acceptable to Mortgagee, to be attached to each policy) be payable to Mortgagee to the extent of the Payment Obligations, and provide that the insurance provided thereby, as to the interest of Mortgagee, shall not be invalidated by any act or neglect of Mortgagor, nor by the commencement of any proceedings by or against Mortgagor in bankruptcy, insolvency, receivership or any other proceeding for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. Mortgagor shall cause standard form certificates of insurance evidencing such coverage to be delivered to Mortgagee. Mortgagor will cause each

insurer under each of the policies to agree (either by endorsement upon such policy or by letter addressed to Mortgagee) to give Mortgagee at least thirty (30) days' prior written notice of the cancellation of such policies in whole or in part or the lapse of any coverage thereunder. Mortgagor agrees that Mortgagor will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Mortgagor shall give prompt notice to Mortgagee of any loss or damage to the Improvements caused by any casualty. If Mortgagor fails to keep the Improvements insured as above specified, Mortgagee may at its option and sole discretion, and at Mortgagor's expense, insure the Improvements for the insurable value thereof against loss by fire, wind and other hazards as specified above for the sole benefit of Mortgagee. If the Improvements or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Mortgagor will obtain such insurance as is required by such governmental authority in such reasonable amounts as may be required by Mortgagee.

(b) Mortgagee is hereby authorized, but not required, on behalf of Mortgagor, to collect for, adjust or compromise any losses under any such insurance policies and to apply, at its option, the loss proceeds (less expenses of collection) on the Payment Obligations, in any order and amount, and whether or not due, or apply such proceeds to the restoration of the Improvements, or to release the same to Mortgagor, but no such application or release shall cure or waive any default by Mortgagor. In the event of foreclosure of this Mortgage or other transfer of title to the Improvements in extinguishment of the Payment Obligations, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

(c) Any part of the foregoing to the contrary notwithstanding, in the event of a loss, if Mortgagor determines to restore, repair and rebuild the property damaged or destroyed, if no Event of Default has occurred and is continuing, Mortgagee shall make available to Mortgagor all insurance proceeds received on account of such damage or destruction solely for the purpose of restoring, repairing or rebuilding the damaged or destroyed property.

4. **TAXES AND ASSESSMENTS.** Mortgagor will pay all applicable taxes and assessments against or affecting the Mortgaged Property as the same shall become due and payable, and, if Mortgagor fails to do so, Mortgagee may pay them, together with all costs and penalties thereon, at Mortgagor's expense. Notwithstanding the foregoing, Mortgagor may in good faith by appropriate proceedings contest the validity of such taxes and assessments and, pending such contest, Mortgagor shall not be deemed in default hereunder due to such nonpayment if (i) prior to delinquency of the asserted tax or assessment, Mortgagor furnishes Mortgagee an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to Mortgagee, or with surety acceptable to Mortgagee, in the amount of the tax or assessment being contested by Mortgagor, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and (ii) Mortgagor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final.

5. CONDEMNATION. All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Mortgagee, who may apply the same to the Payment Obligations in such manner as it may elect; and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as it may request from time to time to permit such participation. The foregoing to the contrary notwithstanding, if any condemnation or taking of less than the entire Mortgaged Property occurs and provided that no Event of Default has occurred and is continuing, then the award or payment for such taking or consideration for damages resulting therefrom shall be paid to Mortgagor.

6. WASTE; DEMOLITION. Mortgagor shall cause the Mortgaged Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. Mortgagor shall not commit or permit waste thereon. Mortgagor shall comply with all laws and regulations of any governmental authority with reference to the Mortgaged Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property by recorded instrument which may be bonded off in the manner prescribed by law.

7. IMPAIRMENT. Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

8. SUCCESSORS. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Payment Obligations in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Payment Obligations. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Payment Obligations, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor.

9. SUBSEQUENT EASEMENTS. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, without the express written consent of Mortgagee or in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

10. SECURITY AGREEMENT AND FINANCING STATEMENT. With respect to any portion of the Mortgaged Property that constitutes fixtures, excluding the Mortgagor's Personal Property, (the "Fixtures") governed by the Uniform Commercial Code of the State of Alabama (hereinafter called the "Code"), this Mortgage shall constitute a security agreement between Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, and Mortgagor hereby grants to Mortgagee a security interest in the Fixtures. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagor hereby authorizes Mortgagee to execute and file, without Mortgagor's joinder, any and all financing statements or continuation statements necessary or desirable to perfect or maintain the validity and priority of Mortgagee's security interest in the Fixtures. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Code with respect to the Fixtures and it is expressly agreed that if upon default Mortgagee should proceed to dispose of the Fixtures in accordance with the provisions of the Code, five (5) business days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may its option dispose of the Fixtures in accordance with Mortgagee's rights and remedies with respect to the Real Estate pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financial statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect the Fixtures.

Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the Real Estate, excluding the Mortgagor's Personal Property, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of Mortgagor, as debtor, is as stated above.

11. CHANGE OF ZONING. Mortgagor covenants and agrees not to request or consent to any change in the zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of Mortgagee.

12. COMPLIANCE WITH LAWS. The Mortgaged Property, and the use thereof by Mortgagor, shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, the Mortgaged Property, and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the Mortgaged Property in any manner which violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or subject to cancellation any insurance then in force with respect thereto.

13. **HOLD HARMLESS**. Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged Property. All costs and expenses incurred by Mortgagee in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Mortgagor.

14. **FURTHER ASSURANCES**. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of securing the Payment Obligations of Mortgagor under the Project Agreement and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

15. **CONSENT.** In any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee, although Mortgagee shall be required to consent or exercise such judgment in a reasonable manner.

16. **NO PARTNERSHIP.** Nothing contained herein is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

17. **RECORDING AND FILING.** This Mortgage shall be recorded, filed, rerecorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor will pay all such recording, filing, rerecording and refiling fees, and related charges.

18. **DEFEASANCE**. If Mortgagor shall: (A) (i) pay in full all of the Payment Obligations or the Mortgagor shall have satisfied all its obligations under the Project Agreement so that no Payment Obligations can become due and payable under the Project Agreement; and (ii) all sums becoming due and payable by Mortgagor under the terms of this Mortgage; and (B) have kept and performed each and every monetary obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Mortgagor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Mortgaged Property shall revert to Mortgagor, and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and at Mortgagor's cost and expense, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage; otherwise, this Mortgage shall remain in full force and effect. Notwithstanding the foregoing, this Mortgage shall have no force and effect after December 31, 2030.

19. **EVENTS OF DEFAULT**. The happening of any of the following events or conditions, or the happening of any other event of default as defined elsewhere in this Mortgage

(hereinafter an "Event of Default" and collectively referred to as "Events of Default") shall constitute a default under this Mortgage:

(A) Default shall be made in the Payment Obligations, as and when due and payable; or

(B) Default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of Mortgagor to be observed or performed pursuant to the terms of this Mortgage or the Project Agreement and such default continues for a period of 60 days after receipt of written notice from Mortgagee to Mortgagor; provided, however, if Mortgagor commences to cure such default within such time period and diligently pursues the cure of such default, such cure period shall be extended but in no event beyond 120 days after the receipt of such written notice; or

(C) Mortgagor shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of Mortgagor or of any of such Mortgagor's properties or assets, (ii) admit in writing Mortgagor's inability to pay Mortgagor's debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against Mortgagor in any proceeding under the federal Bankruptcy Code, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or if a petition filed against Mortgagor in any proceeding under any such law or statute which petition is not dismissed within 90 days of the date of filing, or if corporate, partnership or other action shall be taken by Mortgagor for the purpose of effecting any of the foregoing; or

(D) A petition shall be filed, without the application, approval or consent of Mortgagor in any court of competent jurisdiction, seeking, reorganization, rearrangement, dissolution or liquidation of Mortgagor or of all or a substantial part of the properties or assets of Mortgagor, or seeking any other relief under any law or statute of the type referred to in clause (v) of Paragraph (C) above against Mortgagor, or the appointment of a receiver, trustee or liquidator or custodian of Mortgagor, or of all or a substantial part of Mortgagor's properties or assets, and such petition shall not be dismissed within 90 days after the filing thereof, or

(E) If title to all or any part of the Mortgaged Property (other than obsolete or worn personal property replaced by adequate substitutes equal or greater in value than the replaced items when new) shall become vested in any party other than Mortgagor, except as permitted herein, whether by operation of law or otherwise without the prior written consent of Mortgagee, which may be withheld arbitrarily in Mortgagee's sole discretion.

Acceptance by Mortgagee of any payment of less than the full amount due on the Payment Obligations shall be deemed acceptance on account only, and the failure of Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Payment Obligations has been paid, Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the occurrence of an Event of Default.

20. REMEDIES OF MORTGAGEE UPON DEFAULT.

(A) Acceleration of Indebtedness. Upon occurrence of an Event of Default or at any time thereafter, Mortgagee may at its option, declare all or any part of the Payment Obligations immediately due and payable whereupon all such Payment Obligations shall forthwith become due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagor and Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Project Agreement and applicable law.

(B) Operation of Property by Mortgagee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on Mortgagee, Mortgagee (or any person, firm or corporation designated by Mortgagee) may, but shall not be obligated to, enter upon and take possession of any or all of the Mortgaged Property, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; and Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property.

(C) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default, Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Mortgaged Property, to sue Mortgagor for damages on account of or arising out of said default or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to Mortgagor or any other party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

(D) Power of Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale, together with a description of the property to be sold, by publication in some newspaper published in the county wherein the Mortgaged Property or any part thereof is located, to sell the Mortgaged

Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Mortgaged property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Payment Obligations shall have been paid in full.

(E) Fixtures. On the happening of any Event of Default or at any time thereafter, Mortgagee shall have and may exercise with respect to the Fixtures all rights, remedies and powers of a secured party under the Code with reference to the Fixtures or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Fixtures and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after default hereunder, without regard to preservation of the Fixtures or its value and without the necessity of a court order. Mortgagee shall have, among other rights, the right to take possession of the Fixtures and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by Mortgagee, at its option and its sole discretion, to repair, restore or otherwise prepare the Fixtures for sale, lease or other use or disposition. At Mortgagee's request, Mortgagor shall assemble the Fixtures and make the Fixtures available to Mortgagee at any place designated by Mortgagee. To the extent permitted by law, Mortgagor expressly waives any notice of sale or any other disposition of the Fixtures and any rights or remedies of Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Fixtures or to the exercise of any other right or remedy of Mortgagee existing after default. To the extent that such notice is required and cannot be waived, Mortgagor agrees that if such notice is given to Mortgagor in accordance with the provisions of Paragraph 21 below, at least five (5) business days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

Mortgagor agrees that Mortgagee may proceed to sell or dispose of both the Real Estate and the Fixtures comprising the Fixtures in accordance with the rights and remedies granted under this Mortgage with respect to the Real Estate covered hereby. Mortgagor hereby grants Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Fixtures or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Fixtures or to apply it on the Payment Obligations in such order and amounts and manner as Mortgagee may elect. Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Fixtures or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(F) Foreclosure Deeds. Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(G) Application of Proceeds. All payments received by Mortgagee as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this Mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Payment Obligations that is then due and payable and to the payment of attorneys' fees as provided herein, (iii) any other sums that might be due under this Mortgage or the Project Agreement which have not otherwise been contemplated in (i) and (ii) above, and (iv) the remainder if any, shall be paid to Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(H) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure by power of sale as provided for in this Mortgage, but without declaring the whole Payment Obligations due. Any such sale may be made subject to the unmatured part of the Payment Obligations, and such sale, if so made, shall not in any manner affect the unmatured part of the Payment Obligations, but as to such unmatured part of the Payment Obligations shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Payment Obligations whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Payment Obligations without exhausting any power of foreclosure and the power to sell the Mortgaged Property for any other part of the Payment Obligations, whether matured at the time or subsequently maturing.

(I) Waiver of Appraisement Laws. Except as otherwise provided herein, Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Payment Obligations.

(J) Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by this Paragraph 20, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of any of the Payment Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

21. NOTICE AND ADDRESSES FOR NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Mortgagor: Gerhardi, Inc.
c/o Hall Booth Smith, P.C.
191 Peachtree Street, Suite 2900
Atlanta, Georgia 30303
Attn: Fredy Franke

If to Mortgagee: Honorable Elton Dean
Donald Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102

With copy to: Thomas T. Gallion, III, Esq.
Haskell Slaughter Young & Gallion, LLC
Post Office Box 4660
Montgomery, Alabama 36103-4660

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. "Business Day" shall mean a day upon which commercial banks are not authorized or required by law to close in Alabama.

22. PARTIAL RELEASE AND ADDITIONAL SECURITY. Any part of the Mortgaged Property may be released by Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Payment Obligations or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any renewal or extension of the Payment Obligations, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the obligations and Payment Obligations are completely paid, performed and discharged.

23. **WAIVER**. To the extent that Mortgagor may lawfully do so, Mortgagor agrees that Mortgagor shall not assert and hereby expressly waives, any right under any statute or rule of law pertaining to the marshalling of assets, valuation and appraisement, the exemption of business or residential homestead, the administration of estates of decedents, dower and curtesy, the rights and remedies of sureties or other matter whatever to defeat, reduce or affect the right of Mortgagee, under the terms of this Mortgage, to sell the Mortgaged Property for the collection of the Payment Obligations (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such Payment Obligations out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

24. **NO WAIVER AND SEVERABILITY**. No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Payment Obligations shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interests or assignment of rents created by this Mortgage shall be invalid or unenforceable, the unsecured portion of the Payment Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Payment Obligations and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness.

25. **REMEDIES CUMULATIVE**. In addition to and notwithstanding and without modifying the other remedies provided herein and without limiting the rights of Mortgagee to exercise such remedies, Mortgagee is given the additional right to enforce the covenants, agreements, and obligations of Mortgagor hereunder, by the securing of equitable remedies, including that of temporary and permanent injunction and specific performance, without the necessity of Mortgagee filing any bond or other security which would otherwise be required by

the statutes of the State of Alabama or the Alabama Rules of Civil Procedure in seeking such equitable remedies, the requirement for filing of any such bond or other security being hereby expressly waived.

26. AMENDMENTS. No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

27. HEADINGS. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

28. GOVERNING LAW. This Mortgage shall be governed and construed under the laws of the State of Alabama except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

29. COPIES. Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

30. MEANING OF PARTICULAR TERMS. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective heirs, personal representatives, successors and assigns. The term "Mortgagor" as used in this Mortgage refers to each of the undersigned, jointly and severally, whether one or more natural persons, partnerships, corporations, associations, trusts or other entities or organizations.

31. ENVIRONMENTAL PROTECTION.

(A) Mortgagor represents and covenants that (i) Mortgagor has not caused or suffered to occur and Mortgagor will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill") or hazardous substance as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Preauthorization Act of 1986 ("SARA") at, upon, under or within the Mortgaged Property or any contiguous real estate which has been included in the property description of the Mortgaged Property within the preceding three years; (ii) Mortgagor will not be involved in operations at or near the Mortgaged Property which could lead to the imposition on Mortgagor or any other owner of the Mortgaged Property of liability or the creation of a lien on the Mortgaged Property under CERCLA, SARA or the Resource Conservation and Recovery Act of 1976 ("RCRA") (collectively, the "Acts") or under any similar applicable laws or regulations; and (iii) Mortgagor has not permitted and will not, to the best of Mortgagor's knowledge, permit any tenant or occupant of the Mortgaged Property to engage in any activity that could lead to the imposition of liability on such tenant or occupant, Mortgagor or any other owner of any of the Mortgaged Property, or the creation of a lien on the Mortgaged Property under the Acts or any similar applicable laws or regulations;

(B) Mortgagor shall comply strictly and in all respects with the requirements of the Acts and related regulations and with all similar state and local applicable laws and regulations.

(C) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by Mortgagee, whether as holder of this Mortgage, as mortgagee in possession or as successor in interest to Mortgagor as owner of the Mortgaged Property by virtue of foreclosure or acceptance of a deed in lieu of foreclosure: (i) under or on account of the Acts or related regulations or any similar applicable laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Mortgaged Property, but only if the same originates or emanates from the Mortgaged Property, including any loss of value of the Mortgaged Property as a result of a spill or hazardous substance; and (iii) with respect to any other matter affecting the Mortgaged Property within the jurisdiction of any equivalent agency or department of the State of Alabama or any subdivision thereof.

(D) In the event of any spill or hazardous substance affecting the Mortgaged Property originating or emanating from the Mortgaged Property, or if Mortgagor shall fail to comply with any of the requirements of the Acts or related regulations or any other environmental law or regulation, Mortgagee may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Mortgaged Property and take any and all other actions as Mortgagee shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof shall be immediately due and payable by Mortgagor to Mortgagee and until paid shall be added to and become a part of the Payment Obligations shall have the benefit of the lien hereby created as a part thereof.

[EXECUTION BEGINS NEXT PAGE]

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed by its duly authorized officer as of the date first above written.

MORTGAGOR:

WITNESSES:

Gerhardi, Inc.,
an Alabama corporation

____

____

By: ______________________________
Its ______________________________

STATE OF ____________________)
:
COUNTY OF ___________________)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ____________________________, whose name as ______________________ of Gerhardi, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of __________________, 2016.

(SEAL)

____
Notary Public
My commission expires: _______________

This instrument was prepared by:
Jeffrey W. Blitz, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100
0390-0072

NOTE: THE PREPARER OF THIS INSTRUMENT HAS SERVED AS A SCRIVENER ONLY AND HAS NOT EXAMINED TITLE WITH RESPECT TO THE PROPERTY DESCRIBED HEREIN AND DOES NOT HEREBY GIVE AN OPINION WITH RESPECT THERETO.

Exhibit "A"

(Real Estate)

[TO BE PROVIDED]

STATE OF ALABAMA)
MONTGOMERY COUNTY)

RESOLUTION

RESOLUTION AUTHORIZING THE ADOPTION OF PROJECT AGREEMENT ("Agreement") BY AND BETWEEN MONTGOMERY COUNTY, ("County"), CITY OF MONTGOMERY ("City") and GERHARDI, INC., ALABAMA CORPORATION ("Company").

WHEREAS, the County supports and encourages industrial development within County for the benefit of its citizens; and

WHEREAS, County has reviewed the Agreement between County, City and Company; and

WHEREAS, the County Attorney has reviewed the Alabama Tax Incentive Reform Act of 1992 and the Alabama Reinvestment and Abatement Act (2015) and opines that the Agreement is in compliance with both Acts and all other related laws; and

WHEREAS, based on the public benefits stated herein and in the Project Agreement, the County deems it to be in the best interests of the County and wise and expedient to provide its share of the incentives under the Project Agreement in order for Gerhardi to locate and construct the Facility so that the additional capital investment and additional jobs are created within the County for the benefit of its citizens; and

WHEREAS, it is the desire of the County to execute the Agreement and comply with the covenants contained therein for reasons stated above.

NOW THEREFORE, BE IT RESOLVED, County does hereby adopt this Resolution on this 18th day July, 2016.

ELTON N. DEAN, SR., Chairman
Montgomery County Commission

1-44

Haskell | Slaughter
attorneys at law

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

T.1 6

MEMORANDUM

July 13, 2016

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Project Rumba – Revised Resolution

I have reviewed all of the prior proposed Project Agreements including the final "Project Agreement By and Among City of Montgomery, Montgomery County, Alabama and Gerhardi, Inc., ("Agreement").

The Agreement has all of the various covenants and language necessary to make it binding on all of the above stated parties.

Enclosed is a Resolution pertaining to the Project Agreement referenced herein above. The Resolution should be proposed for adoption at July 18, 2016 County Commission meeting.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 11, 2016

<u>MEMORANDUM</u>

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Project Agreement regarding Project Rumba

At the County Commission meeting on July 5, 2016, it was agreed for the Project Agreement and related Resolution for Project Rumba to be placed on the July 18, 2016, agenda. Attached is an email from Attorney Jeffrey W. Blitz with Rushton, Stakely, Johnston & Garrett, P.A., dated July 8, 2016, at 6:02 p.m., in which he has attached the most recent version of the Project Agreement and exhibits.

Please review the Project Agreement and issue an opinion by Noon, Tuesday, July 12, 2016, as to whether you find this Agreement acceptable.

Also, attached is an email from Attorney Chris S. Simmons with Rushton, Stakely, Johnston & Garrett, P.A., dated July 11, 2016, at 8:26 a.m., in which he stated "Just checking to make sure that Tommy or Tyrone were dealing with the County's resolution for next week's meeting on Gerhardi." Please work with Attorney Simmons regarding this Resolution.

Attached are minutes of the County Commission Regular Meeting, which includes the Project Agreement and related Resolution concerning the DAS Project that was approved and adopted by the County Commission on June 3, 2013. I thought this information may be useful in drafting the Resolution concerning Project Rumba.

Thank you for your assistance regarding this matter.

/tn

Attachments

Donald Mims

From:	Donald Mims
Sent:	Monday, July 11, 2016 11:10 AM
To:	Tommy Gallion (ttg@hsg-law.com)
Cc:	'Tammy Price'; Jeff Blitz; 'Chris Simmons'; Florence Cauthen
Subject:	Request for Opinion re Project Agreement and Request for Resolution regarding Project Rumba
Attachments:	Opinion regarding Project Agreement for Project Rumba.pdf; RE: Project Rumba; County Resolution

Tracking:

Recipient	Read
Tommy Gallion (ttg@hsg-law.com)	
'Tammy Price'	
Jeff Blitz	
'Chris Simmons'	
Florence Cauthen	
Donald Mims	Read: 7/11/2016 11:23 AM

Tommy,

Please review the attached memorandum and emails regarding Project Rumba and issue your opinion by Noon, tomorrow, July 12, 2016.

Thank you for your assistance.

Donnie

Donald L. Mims
County Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Office: (334) 832-1210
Fax: (334) 832-2533
www.mc-ala.org

Donald Mims

From: Jeff Blitz [JWB@rushtonstakely.com]
Sent: Friday, July 08, 2016 6:02 PM
To: Donald Mims
Cc: Tommy Gallion (ttg@hsg-law.com); Tammy Price; Tammy Nix; Florence Cauthen; Ellen McNair
Subject: RE: Project Rumba
Attachments: RE: Project Rumba

Importance: High

Donnie, the attached e-mail has attached to it the most recent version of the Project Agreement with the exhibits attached thereto. Jeff

From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Friday, July 08, 2016 5:39 PM
To: Jeff Blitz <JWB@rushtonstakely.com>
Cc: Tommy Gallion (ttg@hsg-law.com) <ttg@hsg-law.com>; Tammy Price <tmp@hsg-law.com>; Tammy Nix <TammyNix@mc-ala.org>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>; Ellen McNair <Emcnair@montgomerychamber.com>
Subject: FW: Project Rumba
Importance: High

Jeff,
Is this attachment the most recent version?

Donnie

From: Jeff Blitz [mailto:JWB@rushtonstakely.com]
Sent: Friday, July 08, 2016 11:04 AM
To: Donald Mims; Florence Cauthen
Cc: 'Ellen McNair'
Subject: RE: Project Rumba
Importance: High

Donnie/Florence, I believe that Ellen sent a draft of the Project Agreement to you last Friday. So that you can see all the changes that have been made since that version, I attach a blackline version that compares the body of the most current Project Agreement to the version Ellen sent previously. I thought you might like to see the changes. Should you have any questions, please do not hesitate to contact me. Jeff

Jeffrey W. Blitz

Rushton, Stakely, Johnston & Garrett, P.A.
184 Commerce Street (36104)
Post Office Box 270 (36101-0270)
Montgomery, Alabama
P (334) 206-3105 F (334) 481-0032
JWB@rushtonstakely.com

From: Jeff Blitz
Sent: Friday, July 08, 2016 10:45 AM
To: 'Carsten Alting' <CAlting@hallboothsmith.com>

Cc: 'Ellen McNair' <Emcnair@montgomerychamber.com>; 'Smith, AngelaG' <AngelaG.Smith@commerce.alabama.gov>; 'SMann@gerhardi.com' <SMann@gerhardi.com>; 'FFranke@gerhardi.com' <FFranke@gerhardi.com>; 'Kenneth D. Jones' <KJones@hallboothsmith.com>; Donnie Mims (donaldmims@mc-ala.org) <donaldmims@mc-ala.org>; 'Florence Cauthen' <FLORENCECAUTHEN@mc-ala.org>; Chris Simmons <CSS@rushtonstakely.com>
Subject: RE: Project Rumba
Importance: High

Carsten, I spoke with Ellen late yesterday and she told me that it had been decided that the County should issue the Company a check at Closing in the amount of $250,000 rather than crediting such amount against the purchase price payable by the Company at Closing. Thus, I attach the revised Project Agreement (with exhibits attached) to reflect the necessary changes. In addition, I tweaked the "Closing Date" definition just in case the Company and the County mutually decide that a "later" closing date than August 8 is necessary.

To facilitate your review of the changes that I made, I also attach only those pages where changes have been made from the version sent with the below e-mail, with the changes blacklined for your convenience.

Please let me know if you have any questions or comments. Thanks.

Jeff

From: Jeff Blitz
Sent: Thursday, July 07, 2016 2:03 PM
To: 'Carsten Alting' <CAlting@hallboothsmith.com>; 'Ellen McNair' <Emcnair@montgomerychamber.com>; Smith, AngelaG <AngelaG.Smith@commerce.alabama.gov>
Cc: Chris Simmons <CSS@rushtonstakely.com>; SMann@gerhardi.com; FFranke@gerhardi.com; Kenneth D. Jones <KJones@hallboothsmith.com>
Subject: RE: Project Rumba
Importance: High

Carsten, in response to your below e-mail, I attach a clean copy the further revised Project Agreement with the exhibits attached. In addition, I have attached a blackline copy of the Project Agreement (without exhibits) and a blackline copy of the Mortgage so that you can ascertain the changes that I have made to the last version of each document that I forwarded to you.

Please let me know if there are any further comments. Thanks.

Jeff

From: Carsten Alting [mailto:CAlting@hallboothsmith.com]
Sent: Thursday, July 07, 2016 11:01 AM
To: 'Ellen McNair' <Emcnair@montgomerychamber.com>; Smith, AngelaG <AngelaG.Smith@commerce.alabama.gov>
Cc: Jeff Blitz <JWB@rushtonstakely.com>; Chris Simmons <CSS@rushtonstakely.com>; SMann@gerhardi.com; FFranke@gerhardi.com; Kenneth D. Jones <KJones@hallboothsmith.com>
Subject: RE: Project Rumba

Ellen & Angela:

I send the following in response to the various emails from yesterday evening and today:

- The increased investment amount ($37,865,000) is correct. It seems, it still needs to be inserted in the local agreements.

- Company address in the agreements: If that is o.k., I suggest you use our address (c/o HBS, 191 Peachtree Street, #2900, Atlanta, GA 30303). Company contact should be Fredy Franke (he will be in Montgomery next week for the groundbreaking on 7/12).

- Local PA (Art. 3[c]): I suggest to extend the time to terminate to 2 weeks/10 business days.

Everything else looks o.k.

I will check my emails the next two weeks and will be available, but you can certainly copy my colleague Ken Jones on the emails.

I hope this helps.

Regards,

Carsten

Carsten Alting, LL.M.
Rechtsanwalt (Germany) + Attorney at Law (GA, N.Y.)
HALL BOOTH SMITH, P.C.
191 Peachtree Street, Suite 2900
Atlanta, Georgia 30303, USA
Direct Phone: 001-404-954-6938
Main Phone: 001-404-954-5000
Fax: 001-404-954-5020
CAlting@hallboothsmith.com
www.hallboothsmith.com

Donald Mims

From: Jeff Blitz [JWB@rushtonstakely.com]
Sent: Friday, July 08, 2016 1:13 PM
To: 'Carsten Alting'; 'Ellen McNair'
Cc: 'Smith, AngelaG'; 'SMann@gerhardi.com'; 'FFranke@gerhardi.com'; 'Kenneth D. Jones'; Florence Cauthen; Chris Simmons
Subject: RE: Project Rumba
Attachments: Project Agreement (7-8-16) (with Exhibits).docx

Importance: High

Carsten, this is an advance payment by the County to reimburse the Company for Capital Investments that will be made by the Company. It has been pointed out that, in Article 3(b), the word "and" before "reimbursement" should be "in" and I have corrected that on the attached version of the Project Agreement.

From: Carsten Alting [mailto:CAlting@hallboothsmith.com]
Sent: Friday, July 08, 2016 11:33 AM
To: 'Ellen McNair' <Emcnair@montgomerychamber.com>; Jeff Blitz <JWB@rushtonstakely.com>
Cc: 'Smith, AngelaG' <AngelaG.Smith@commerce.alabama.gov>; 'SMann@gerhardi.com' <SMann@gerhardi.com>; 'FFranke@gerhardi.com' <FFranke@gerhardi.com>; Kenneth D. Jones <KJones@hallboothsmith.com>; 'Florence Cauthen' <FLORENCECAUTHEN@mc-ala.org>; Chris Simmons <CSS@rushtonstakely.com>
Subject: RE: Project Rumba

Generally, this is certainly o.k. Maybe you can briefly shed light on the following portion of the section::

---

the County shall pay to the Company the sum of Two Hundred Fifty Thousand Dollars ($250,000), such payment being treated as an advance payment and reimbursement of Capital Investments to be made

---

Maybe, my day has been too long, but whar exactly does this refer to?

Thank you, regards.

From: Ellen McNair [mailto:Emcnair@montgomerychamber.com]
Sent: Friday, July 08, 2016 12:00 PM
To: Jeff Blitz; Carsten Alting
Cc: 'Smith, AngelaG'; 'SMann@gerhardi.com'; 'FFranke@gerhardi.com'; Kenneth D. Jones; 'Florence Cauthen'; Chris Simmons
Subject: RE: Project Rumba

Carsten and Simone,
The reason for the check swap is according to the Department of Revenue - it is better for you. You get to capitalize the $370,000 rather than the $120,000. Thank you, Ellen

Ellen G. McNair, CEcD
Senior Vice President, Corporate Development
Montgomery Area Chamber of Commerce
www.montgomerychamber.com
41 Commerce Street, P.O. Box 79
Montgomery Alabama 36104
Office: 334-240-9430
Cell: 334-391-2457

From: Jeff Blitz [mailto:JWB@rushtonstakely.com]
Sent: Friday, July 8, 2016 10:45 AM
To: 'Carsten Alting' <CAlting@hallboothsmith.com>
Cc: Ellen McNair <Emcnair@montgomerychamber.com>; 'Smith, AngelaG' <AngelaG.Smith@commerce.alabama.gov>; 'SMann@gerhardi.com' <SMann@gerhardi.com>; 'FFranke@gerhardi.com' <FFranke@gerhardi.com>; 'Kenneth D. Jones' <KJones@hallboothsmith.com>; Donnie Mims (donaldmims@mc-ala.org) <donaldmims@mc-ala.org>; 'Florence Cauthen' <FLORENCECAUTHEN@mc-ala.org>; Chris Simmons <CSS@rushtonstakely.com>
Subject: RE: Project Rumba
Importance: High

Carsten, I spoke with Ellen late yesterday and she told me that it had been decided that the County should issue the Company a check at Closing in the amount of $250,000 rather than crediting such amount against the purchase price payable by the Company at Closing. Thus, I attach the revised Project Agreement (with exhibits attached) to reflect the necessary changes. In addition, I tweaked the "Closing Date" definition just in case the Company and the County mutually decide that a "later" closing date than August 8 is necessary.

To facilitate your review of the changes that I made, I also attach only those pages where changes have been made from the version sent with the below e-mail, with the changes blacklined for your convenience.

Please let me know if you have any questions or comments. Thanks.

Jeff

Jeffrey W. Blitz

Rushton, Stakely, Johnston & Garrett, P.A.
184 Commerce Street (36104)
Post Office Box 270 (36101-0270)
Montgomery, Alabama
P (334) 206-3105 F (334) 481-0032
JWB@rushtonstakely.com

From: Jeff Blitz
Sent: Thursday, July 07, 2016 2:03 PM
To: 'Carsten Alting' <CAlting@hallboothsmith.com>; 'Ellen McNair' <Emcnair@montgomerychamber.com>; Smith, AngelaG <AngelaG.Smith@commerce.alabama.gov>
Cc: Chris Simmons <CSS@rushtonstakely.com>; SMann@gerhardi.com; FFranke@gerhardi.com; Kenneth D. Jones <KJones@hallboothsmith.com>

Subject: RE: Project Rumba
Importance: High

Carsten, in response to your below e-mail, I attach a clean copy the further revised Project Agreement with the exhibits attached. In addition, I have attached a blackline copy of the Project Agreement (without exhibits) and a blackline copy of the Mortgage so that you can ascertain the changes that I have made to the last version of each document that I forwarded to you.

Please let me know if there are any further comments. Thanks.

Jeff

From: Carsten Alting [mailto:CAlting@hallboothsmith.com]
Sent: Thursday, July 07, 2016 11:01 AM
To: 'Ellen McNair' <Emcnair@montgomerychamber.com>; Smith, AngelaG <AngelaG.Smith@commerce.alabama.gov>
Cc: Jeff Blitz <JWB@rushtonstakely.com>; Chris Simmons <CSS@rushtonstakely.com>; SMann@gerhardi.com; FFranke@gerhardi.com; Kenneth D. Jones <KJones@hallboothsmith.com>
Subject: RE: Project Rumba

Ellen & Angela:

I send the following in response to the various emails from yesterday evening and today:

- The increased investment amount ($37,865,000) is correct. It seems, it still needs to be inserted in the local agreements.
- Company address in the agreements: If that is o.k., I suggest you use our address (c/o HBS, 191 Peachtree Street, #2900, Atlanta, GA 30303). Company contact should be Fredy Franke (he will be in Montgomery next week for the groundbreaking on 7/12).
- Local PA (Art. 3[c]): I suggest to extend the time to terminate to 2 weeks/10 business days.

Everything else looks o.k.

I will check my emails the next two weeks and will be available, but you can certainly copy my colleague Ken Jones on the emails.

I hope this helps.

Regards,

Carsten

Carsten Alting, LL.M.
Rechtsanwalt (Germany) + Attorney at Law (GA, N.Y.)
HALL BOOTH SMITH, P.C.
191 Peachtree Street, Suite 2900
Atlanta, Georgia 30303, USA
Direct Phone: 001-404-954-6938
Main Phone: 001-404-954-5000
Fax: 001-404-954-5020
CAlting@hallboothsmith.com
www.hallboothsmith.com

CONFIDENTIALITY NOTICE: This e-mail communication, including any attached files was sent by or on behalf of the firm and may contain material that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. This Communication is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering this Communication to the intended recipient, you are prohibited from retaining, using, disseminating, forwarding, printing, or copying this Communication. If you have received this Communication in error, please immediately notify the sender via return e-mail or telephone.

CONFIDENTIALITY NOTICE: This e-mail communication, including any attached files was sent by or on behalf of the firm and may contain material that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. This Communication is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering this Communication to the intended recipient, you are prohibited from retaining, using, disseminating, forwarding, printing, or copying this Communication. If you have received this Communication in error, please immediately notify the sender via return e-mail or telephone.

DFC 22 (Rev. 2-01)

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2015 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA
Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 18th day of JULY 20 16, Janet Buskey, Revenue Commissioner of said County, made her report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2015, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said Revenue Commissioner be allowed credit on her final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes --- General	$	$29,128.23
--- Soldier	$	$11,651.29
--- School	$	$42,736.72
Errors in Assessments: State Taxes --- General	$	$557,098.35
--- Soldier	$	$222,839.34
--- School	$	$692,313.48
Taxes in Litigation: State Taxes --- General	$	$550.60
--- Soldier	$	$220.24
--- School	$	$660.72

And said Revenue Commissioner has also made her report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2014, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Revenue Commissioner of such Insolvent Taxes as she may have been unable to collect, as follows:

State Taxes --- General	$	$10,774.05
--- Soldier	$	$4,309.61
--- School	$	$22,339.12

And said Revenue Commissioner is also allowed credit for the following taxes in litigation for the previous year(s) which she has been unable to collect as follows:

	General	Soldier	School
2014	$ 2,156.95	$ 862.78	$ 2,588.34
	$	$	$
	$	$	$
	$	$	$

Given under my hand this 18th day of JULY 20 16

Presiding Officer

See Code of Ala. 1975. Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

2.2

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of "Insolvents" and "Errors in Assessment" on taxes for the year 2015, as required by the Code of Alabama, 1975, Section 40-5-23, and

WHEREAS, after a careful examination of said report by the County Commission of Montgomery, such report was found to be in order and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the said Revenue Commissioner be allowed on her settlement with the State Comptroller the following amounts:

INSOLVENTS:	County's General Fund	$58,256.46
	County's Road & Bridge Fund	$29,128.23
(Homestead Exemptions)	County's General Fund	$ 12,971.40
	County's Road & Bridge Fund	$ 6,485.70
ERRORS IN ASSESSMENTS:	County's General Fund	$1,117,596.80
	County's Road & Bridge Fund	$558,798.40
(Homestead Exemptions)	County's General Fund	$57,541.80
	County's Road & Bridge Fund	$28,770.90

2-3

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on "Lands Bid In" for the year 2015 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	$10,381.50
	County's Road & Bridge Fund	$5,190.75
(Homestead Exemptions)	County's General Fund	$9,037.40
	County's Road & Bridge Fund	$4,518.70

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2015, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	$1,121.20
	County's Road & Bridge Fund	$560.60
(Homestead Exemptions)	County's General Fund	$25.80
	County's Road & Bridge Fund	$12.90
(Refunds)	County's General Fund	$15,095.64
	County's Road & Bridge Fund	$7,547.82

(Homestead Exemptions)	County's General Fund	$801,606.10
	County's Road & Bridge Fund	$400,803.05
(Abatements)	County's General Fund	$1,397,696.60
	County's Road & Bridge Fund	$698,848.30

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her Annual Report and submitted her list of "Insolvents", "Errors in Assessments", "Taxes in Litigations", "Lands Bid" and "Abatements" of accounts applicable to the State of Alabama and the Montgomery County Board of Education in addition to the amounts shown above for the County of Montgomery, that such report and amounts be and are hereby approved.

Adopted this 18th day of July 2016.

MONTGOMERY COUNTY COMMISSION

BY: ____________________________
Chairman

ATTEST: ____________________
County Administrator

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

May 31, 2016

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

Dear Mr. Dean:

RE: Grant No. DOE-028-16

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **$116,093.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2016.

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

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

Sincerely,

Robert Bentley

Robert Bentley
Governor

RB/BM/ks

Enclosures

cc: Mr. Greg Clark

Weatherization Assistance Program for Low-Income Persons
Department of Energy DE-EE0006136
CFDA-81.042

SUBGRANT AGREEMENT
WEATHERIZATION PROGRAM

Grant Agreement No.: DOE-028-16
Grant Amount: $116,093.00

THIS AGREEMENT is entered into as of **April 1, 2016**, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of fifteen typewritten pages and three attachments, as set forth and described below:

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

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): DE-EE0006136

Federal Award Date: May 6, 2016

Subaward Period of Performance Start and End Date: April 1, 2016 – March 31, 2017

Amount of Federal Funds obligated by this action to the Subrecipient: $116,093.00

Total amount of Federal Funds obligated to the Subrecipient: $116,093.00

Total amount of Federal Award: $2,277,174.00

Federal Award project description: Weatherization Assistance Program

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

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

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

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

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

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

2. FUNDING: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **$116,093.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3. DURATION: The Subrecipient shall commence performance of this Agreement on **April 1, 2016**, and shall complete performance to the satisfaction of the Department not later than **March 31, 2017**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

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

15. PROCUREMENT OF RECOVERED MATERIALS: 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds $10,000 or the value

of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

21. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

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

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

24. CONFLICTING PROVISION: If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this

Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

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

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

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

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

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

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

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

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

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

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

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

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

    Copies of all required audits must be submitted to:

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

    And an additional copy to:

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

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

33. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS: The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project

monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

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

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

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

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

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

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

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

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

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2016	1
B: Budget Sheet	April 1, 2016	1
C: Beason-Hammon Compliance	April 1, 2016	1

39. METHOD OF PAYMENT:

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

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

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

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

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

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

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

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

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

40. REPORTS, RECORDS, AND EVALUATIONS:

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

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

(2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

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

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

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

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

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

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

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

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

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

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

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

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

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or

computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

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

41. PROPERTY MANAGEMENT:

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

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

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

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

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

B. Subrecipient Legal Authority to Participate

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

C. Warrants Against Person and/or Selling Agency

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

D. Site Visits

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

E. Publications

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

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

Acknowledgment: "The information, data, or work presented herein was funded in part by the Office of Energy Efficiency and Renewable Energy (EERE), U.S. Department of Energy, under Award Number DE-EE0006136."

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

F. Copyrights

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

G. Protections Regarding Applicant Information

(1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b) (6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

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

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

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

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

H. Relocation Assistance and Real Property Acquisitions

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

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

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

J. Historic Preservation

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

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

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

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

K. Covenant Against Contingent Fees

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

L. Religious Activity Prohibitions

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

M. Standard Work Specification Requirements

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

N. Nondisclosure and Confidentiality Agreement Assurances

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

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

Alabama Department of Economic & Community Affairs	**Montgomery County Commission**
Department	Subrecipient
Terri L. Adams May 18, 2016 Date Energy Division Chief	Authorized Official for Subrecipient Date
Jim Byard, Jr. May 19, 2016 Date Director	Subrecipient Witness Date

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

Claudia Kennedy Smith Date 5/18/16
General Counsel

3-17

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. DOE-028-16

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2016

1. The Subgrantee shall weatherize a minimum of 12 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY	NUMBER OF UNITS
MONTGOMERY	12

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

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: DOE-028-16

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	$6,618.00		$6,618.00
PROGRAM OPERATIONS	$75,675.00		$75,675.00
HEALTH AND SAFETY	$22,800.00		$22,800.00
AGENCY LIABILITY INSURANCE	$0.00		$0.00
TRAINING & TECHNICAL ASSISTANCE	$4,000.00		$4,000.00
FINANCIAL AUDIT	$7,000.00		$7,000.00

GRAND TOTAL: $116,093.00

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

GRANTEE LEGAL
NAME: **MONTGOMERY COUNTY COMMISSION**

AGREEMENT NO. **DOE 028-16**

Signature: ____________

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature:

Typed Name: Greg Clark

Title: Executive Director

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

OFFICIAL SEAL
(if available)

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

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

Date X

MAILING ADDRESS:

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

LOCATION OF ENTITY RECEIVING AWARD:

CARPDC
430 S. Court St.
Montgomery, Alabama 36104

Phone No. 334-262-4300

3-20

State of Alabama
Disclosure Statement

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

ENTITY COMPLETING FORM	Montgomery County Commission
ADDRESS	PO Box 1667
CITY, STATE, ZIP	Montgomery, AL 36102
TELEPHONE NUMBER	(334) 832-1210
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD	ADECA-ED
ADDRESS	401 Adams Avenue, PO Box 5690
CITY, STATE, ZIP	Montgomery, AL 36103-5690
TELEPHONE NUMBER	(334) 262-5365

This form is provided with:

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

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

☐ Yes ☑ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☑ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

3-21

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature Date

Notary's Signature Date Date Notary Expires

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

Revised: 03/2012

3-22

State of Alabama)
County of Montgomery)

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

DATE: June 26, 2016

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

DOE 028-16 by and between

Montgomery County Commission (Contractor/Grantee) and

ADECA (State Agency, Department, or Public Entity)

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

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

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

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

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

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

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

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

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

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

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

X Certified this ______ day of ____________________, __________.

Montgomery County Commission
Name of Contractor/Grantee/Recipient

By: ______________________________

Its: Chairman

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

/ ______ day of ____________________, __________.

WITNESS: ______________________________

____
Printed Name of Witness

MID-SOUTH RC&D GRANT APPLICATION

Mission Statement

"The mission of the Mid-South Resource Conservation and Development Council is to act as a conduit for the execution of local goals for the collective benefit of the region through the exchange and partnership of ideas, leadership, assistance and resources."

CIRCLE THE TYPE OF GRANT REQUESTED: **General Grant** **Educational Grant**

APPLICATION LIMIT 2 PAGES

5 AREAS OF CONCENTRATION MID-SOUTH RC&D WILL FUND.

Conservation
Through education, technical assistance and financial assistance, the Mid-South RC&D Council and area citizens will promote the conservation and wise management of the existing resources for the long-term benefit of the region.

Land Management
To promote economic vitality for the Mid-South RC&D Region through the efficient use of land resources while maintaining a balance between urban and semi-urban needs and rural conservation.

Water Management
To maintain the health of the water systems within the Mid-South RC&D area for the long term enjoyment and use by citizens for quality of life and economic purposes.

Community Development
To increase the quality of life of Mid-South RC&D area residents through the continual improvement of local systems and area-wide sharing of ideas and resources.

Human Development
To educate, train, support and expand individual confidence as people learn to develop human potential.

APPLICANT INFORMATION:

Applicant Name: Montgomery County Commission			Title	
Physical Address 101 S. Lawrence Street	City/State Montgomery, AL	Zip Code 36104	County Montgomery	House District Number:77
Mailing Address P.O. Box 1667	City/State Montgomery, AL	Zip Code 36102-1667	County Montgomery	Senate District Number:26
Telephone Number 334-832-1210			Federal Tax ID Number 63-0659105	

PROJECT CONTACT INFORMATION:

Contact Person: James Williams Contact Title: Parks and Recreation Superintendent

Contact Address: P.O. Box 1667, Montgomery, AL 36102-1667 Email Address: jameswilliams@mc-ala.org

Telephone No. 334-850-7874 Alternate Telephone No. 334-207-3846 Fax No. 334-832-2533

PROJECT INFORMATION *(if needed, please include additional pages)*:

Name of Project:	Physical location of Project:
Flatwood Park &Community Center	Flatwood Community Center is located in Montgomery County at 360 Williams Drive.

Description of Project

The Montgomery County Commission proposes to purchase outdoor, adult fitness equipment for a county park currently in need of upgrades. This equipment, similar to what has been installed at other parks within the County, will benefit residents of the Flatwood Community. The residents of the community have shown commitment and strong interest in living active and healthier lifestyles, especially the senior citizens. For

All programs and services of RC&D are offered on a non-discriminatory basis, without regard to race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

4.2

example, the center currently offers weekly exercise sessions for senior citizens. The sessions were implemented in response to the residents' interest and as a component of the center's "Chronic Disease Management Program". Therefore, the proposed upgrades will greatly enhance the quality of life for Flatwood residents by creating an environment conducive to promoting health and wellness. In addition, it will enhance and support the fitness endeavors set forth by the community greatly. The Montgomery County Commission Parks and Recreation Department's mission is "to enhance the quality of life for Montgomery County citizens through mutually beneficial partnerships and the development of safe, enjoyable attractive parks and diverse programs."Therefore, this project coincides with the Mission of the County by promoting the health and well being of the general public. Lastly, it advances the mission of the Mid-South RC&D council by increasing the quality of life for area residents through recreational improvements and encouraging social interaction.

Objective of Project:

The objective of this project is to provide for additional Community Development by increasing the quality of life of Montgomery County residents in the Flatwood Community. By improving the park with the installation of adult fitness equipment, residents will be encouraged to participate in their own fitness routine; reduce barriers to exercise and assist in combating chronic disease due to obesity related health issues. The current facility lacks equipment that facilitates fitness and residents of the Community have expressed interest in fitness opportunities that the installation of this equipment can offer.

PROJECT COST

Total Estimated Cost of Project	**Grant Amount Requested**
$ 10,400.00	**$ 10,400.00**

PROJECT BUDGET *(if needed, please include additional pages)*

ITEMS WE WILL NOT FUND: SALARIES, RENT, FOOD, APPAREL, TRAVEL/MILEAGE (with some exceptions)

Budget Item(s)	Cost of Item(s) to Purchase	Amount Requested from RC&D
1 Chest Press	$2,921	$2,921
1Hand Cycle	$3,558	$3,558
1 Cardio Walker	$3,447	$3,447
1 Chin-up bar	$237	$237
1 Push-up bar	$237	$237
Total	**$10,400**	**$10,400**

Project Timeline 10/1/15 to 3/31/16 *(project must be completed no later than August 1, 2017.)*

Open Enrollment Period: May 9, 2016– June 30, 2016. Applications will not be accepted after June 30, 2016.

Project beginning Date: October 1, 2016. Funds must be spent and required documentation returned by **August 1, 2017**. Grants are paid on a reimbursement basis after required documentation is received.

Remember, application request has to be approved before starting and funds approved are reimbursed when council is provided all receipts and/or cancelled checks. Tax ID will be required before payment can be made. There will also be a "Cooperative Agreement" that will have to be signed if approved and pictures before and after project completion will be needed.

All programs and services of RC&D are offered on a non-discriminatory basis, without regard to race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

4-3

CERTIFICATION

This application is made for the project herein described. I certify that I am familiar with the information submitted in the application, have authority to enter into agreement on behalf of the applicant(s), and do hereby certify to the best of my knowledge and belief, this information is true, complete and accurate.

______________________	County Commission Chairman	____________
Elton N. Dean, Sr.	Title	Date
Responsible Official Signature		

All programs and services of RC&D are offered on a non-discriminatory basis, without regard to race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

4-4

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Administrator Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		**2. Issuing Office & Address:** Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2015	**4. Amount of:** Federal: $22,932 Total: $22,932	**5. Effective Dates** Begin: 6/24/2016 End: 2/28/2017	**6. Award Number:** 5ATL

JEFFERSON COUNTY EMA is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2015 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

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

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

Initial Here DC
5-2

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

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

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

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

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

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

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

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

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

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

Initial Here DC
5.3

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

14. <u>Property Management Requirements</u>:

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

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

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

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

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

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

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

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

Initial Here DC
5-4

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Initial Here DC
5-5

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

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

Initial Here DC
5-6

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

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

32. Metropolitan Medical Response System (MMRS):

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

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

Initial Here DC
5-7

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

34. Overtime and Backfill: Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

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

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

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

36. Special Instructions: N/A

Initial Here DC
5-8

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

CERTIFICATION BY THE ADMINISTRATOR	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Administrator as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Administrator; and that the receipt of these funds will not supplant state or local funds.	
Name: Derrick Cunningham	
Title: Sheriff	
Agency Address: 115 S. Perry St. Mtgy. AL 36104	
Phone Number: 334.832.1646	
Fax Number: 334.832.7113	
Mobile Number: 334.850.1329	
E-Mail Address: DerrickCunningham@mc-ala.org	
Signature: DC	Date: 6.24.16

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Administrator; and, that the receipt of these funds will not supplant state or local funds.	
Name: Elton N. Dean, Sr.	
Title: Chairman	
Agency Address: 100 S. Lawrence St., Mtgy AL 36104	
Phone Number: 334.832.	
Signature:	Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.	
Name:	
Title, Agency, Agency Address, Phone Number:	
Signature:	Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR	
Name: Stan Stabler	
Title: Secretary, Alabama Law Enforcement Agency	
Signature: Stan Stabler	Date: 6/24/16

Initial Here DC

5-9

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

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

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

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

Initial Here DC
5-10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial Here DC
5-11

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

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

Form Completed By Name: Elton N. Dean, Sr. Title: Chairman

Signature:

Initial Here DC
5-12

City of Auburn
Home of Auburn University

June 3, 2016

Dear Chief/Sheriff:

I would like to thank you for your agency's assistance during the 2016 football season. The feedback regarding law enforcement's performance last year was overwhelmingly positive.

Please find enclosed a City of Auburn Professional Services Contract for your review and signature. *Please ensure that your city/county Federal Tax Identification Number is correctly listed on the contract.* Furthermore, the enclosed W-9 and City of Auburn's Vendor Information must be completed. The contract and related documents must be returned to Auburn Public Safety for processing. Please mail this information to Auburn Public Safety, Attn: Drucilla White, 161 North Ross Street, Auburn, AL 36830. Upon final approval, signed by our Mayor and City Manager, a copy of the contract will be mailed to you.

To ensure that the assistance provided by your agency is under a Mutual Aid Agreement, a *current*, written agreement must also be submitted along with the completed and signed forms. A sample copy is provided. The Mutual Aid Agreement will further ensure that your officers will be covered under the Auburn Game Day Law Enforcement Corporation Workmen's Compensation policy.

Please provide an agency point-of-contact who will be in charge of work assignments and/or time reporting for this detail: name, phone number and email address. Due to adequate scheduling concerns, please include the number of officers you will guarantee to work each home game (please refer to enclosed football schedule).

Your assistance in submitting this information as soon as possible will be greatly appreciated. If you have any questions, need additional information, please contact Drucilla White at 334-501-7344. Again, thanks for all you do, and I look forward to a great season of working together.

Sincerely,

Paul Register
Chief of Police

dw

161 North Ross Street • Auburn, Alabama 36830
(334) 501-3110 • FAX (334) 501-7286 • www.auburnalabama.org

6-2

City of Auburn
Professional Services Contract

The City of Auburn, Alabama (City), 161 North Ross Street, Auburn, Alabama and, Montgomery County Commission and Sheriff's Office, the Contractor, hereby agree that:

1. The Contractor, acting in support of the City Public Safety Department/Police Division shall provide support law enforcement services to include, but not limited to crowd control and traffic direction at Auburn University major sporting events and/or special events.
2. The rendering of services will provide support of the City Public Safety Department/Police Division under the direction supervision of the City Police Chief or his/her designee.
3. The Contractor will provide the above services during the time period from August 1, 2016 – July 31, 2017 .
4. The Contractor will provide the above services as determined by the City Chief of Police.
5. The Contractor will be compensated by the City of Auburn for the above services at the following rates: Assignment: Stadium - $30.00; Traffic - $35.00; Supervisor - $38.00
6. The Contractor will receive compensation for services provided within ten working days of the receipt of an approved invoice.
7. The Contractor ***will not*** be compensated for travel expenses.
8. The Contractor agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Contractor represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned contractor:

______________________ Signature	Elton N. Dean, Sr., Chairman Name
Montgomery County Commission Agency Name	101 S. Lawrence St. Address
______________________ Tax I. D. Number	Montgomery, AL 36104 City, State, Zip Code
______________________ Signature	Derrick Cunningham, Sheriff Name
Montgomery County Sheriff's Office Agency Name	

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this
__________ day of, ________________________, 2016.

ATTEST:

______________________ Mayor

______________________ City Manager

6-3

AUBURN UNIVERSITY FOOTBALL SCHEDULE

HOME GAMES ONLY

Saturday Sep. 3	**Clemson Tigers** Jordan-Hare Stadium, Auburn, AL	**8:00pm CT** ESPN
Saturday Sep. 10	**Arkansas State Red Wolves** Jordan-Hare Stadium, Auburn, AL	**TBA**
Saturday Sep. 17	**Texas A&M Aggies** Jordan-Hare Stadium, Auburn, AL	**TBA**
Saturday Sep. 24	**LSU Tigers** Jordan-Hare Stadium, Auburn, AL	**TBA**
Saturday Oct. 1	**ULM Warhawks** (HC) Jordan-Hare Stadium, Auburn, AL	**TBA**
Saturday Oct. 22	**Arkansas Razorbacks** Jordan-Hare Stadium, Auburn, AL	**TBA**
Saturday Nov. 5	**Vanderbilt Commodores** Jordan-Hare Stadium, Auburn, AL	**TBA**
Saturday Nov. 19	**Alabama A&M Bulldogs** Jordan-Hare Stadium, Auburn, AL	**TBA**

ALABAMA DEPARTMENT OF TRANSPORTATION
Bureau of County Transportation
1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6530
Internet: http://www.dot.state.al.us

Robert Bentley
Governor

John R. Cooper
Transportation Director

June 21, 2016

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

RE: STPNU-5115 (250)
MCP 51-78-16
Montgomery County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing for construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,

D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh
Attachment
cc: Mr. Clay McBrien
Mr. George Speake
Mr. George Conner
File

PLEASE DO NOT EXECUTE THE FAXED COPY OF AGREEMENT !!!

8.2

AGREEMENT-FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA, (FEIN 63- 6001653) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the resurfacing of CR-89 (Moore Road) from SR-94 to SR-53 (US-231). Length- 3.893 miles. Project # STPNU-5115 (250), MCP 51-78-16, CPMS Ref. #100065619.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.

B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.

C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.

D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2015)	$	329, 181.30
FA Funds (2016)		216, 959.21
County Funds		136, 535.13
Total (Incl. E&I and Indirect Cost)	$	682, 675.64

8-3

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. 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.

R. Exhibit M is attached hereto as a part hereof.

S. Exhibit N is attached hereto as a part hereof.

T. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

BY: ______________________

Clerk (Signature)

(Signature) Chairman
Montgomery County Commission

____

Type Name of Clerk

____

Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

____

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

____

Chief Engineer
Don T. Arkle, P.E.

This agreement has been legally reviewed and approved as to form and content:

____

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

____

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE ______ DAY

OF ______________________, 20 ____.

____

GOVERNOR OF ALABAMA
ROBERT BENTLEY

8-5

RESOLUTION NUMBER__________________

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Resurfacing of CR-89 (Moore Road) from SR-94 to SR-53 (US-231). Length- 3.893 miles. Project # STPNU-5115 (250), MCP 51-78-16, CPMS Ref. #100065619;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _______ day of ____________________,

20________.

ATTESTED:

County Clerk	**Chairman, County Commission**

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____day of ____________________, 20______, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

________ day of ___________________, 20_______.

County Clerk

SEAL

8-6

CONSULTANT 3/19/90 EXHIBIT M
REVISED 7/18/90

CERTIFICATION FOR FEDERAL-AID CONTRACTS

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/28/15

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8-8

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Terez Fuller (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance , documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301 Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$20.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc,), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2016. Actual services to be compensated under this Contract shall commence no earlier than March 8, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _______ Day of ______________________, 2016.

E.V.E.N. Provider

BY:_________________________

PRINT NAME: ____________________

MONTGOMERY COUNTY COMMISSION

BY:_________________________

TITLE:_____________________

M.C.C.P.C.A Board Chair or Representative

BY: ______________________________

3

9.4

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITIES OF MILLBROOK, MONTGOMERY, AND PRATTVILLE, THE COUNTIES OF AUTAUGA, ELMORE AND MONTGOMERY
AND
MAXWELL AIR FORCE BASE
FOR
ZONING AND LAND USE CHANGE NOTIFICATIONS

This is a Memorandum of Understanding (MOU) between the Cities of Millbrook, Montgomery and Prattville, the Counties of Autauga, Elmore and Montgomery, and Maxwell Air Force Base (hereinafter referred to as "Maxwell"). When referred to collectively, the cities, counties and the base are referred to as the "Parties".

1. BACKGROUND: On 18 February 2014, Alabama legislature and the Governor enacted into law the Military Land Use Planning Act, which states "Each local government whose territorial boundaries are within two miles of all or any portion of a military installation shall provide written notice to the military installation's commanding officer and the flying mission commanding officer if applicable, or their designees, of any local impact issue."

2. AUTHORITIES: ALA. CODE §§ 11-106-1 – 11-106-5.

3. PURPOSE: To ensure effective communication and mutual cooperation between Maxwell and surrounding local governments in regards to potential property zoning changes that could affect Maxwell's ability to execute its mission.

4. UNDERSTANDINGS OF THE PARTIES:

4.1. The local governments will notify Maxwell at least 30 calendar days before any final action is taken or any public hearing is held regarding any proposed zoning changes, comprehensive master plans, or land development regulations, which if approved, may or will significantly affect any area or airspace within:

4.1.1. Five (5) nautical miles (nm) of Maxwell's runway centerline as shown on the attached map. (5 nm zone encompasses FAA land planning requirements which are associated with approach, departure and patterns of aircraft at Maxwell AFB)

4.1.2. Two (2) miles of Gunter Annex's installation perimeter as shown on the attached map.

4.2. During those 30 calendar days, Maxwell will review the information and submit timely comments to the local government(s) on the impact of the issues, including:

4.2.1. Whether the zoning change will impact the safety and noise standards in the air installation compatible use zone

4.2.2. Whether the zoning change will impact the installation's noise management program

4.2.3. Whether the local impact issue is compatible with any joint land use study for the area within which the changes are to take place

4.2.4. Whether the zoning change will adversely affect the mission of Maxwell.

4.2.5. All other relevant concerns.

4.3. The local government(s) shall address Maxwell's comments and concerns when considering approval of the local impact issue.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to implement this MOU. Each Party may change its point(s) of contact by making reasonable notice to all other Parties.

6.1.1. For the City of Millbrook–

6.1.1.1 Primary: Mayor, City of Millbrook, 3390 Main Street, Millbrook, AL 36054

6.1.1.2. Alternate: Engineer, City of Millbrook, 2995 Deatsville Highway, Millbrook, AL 36022

6.1.2. For the City of Montgomery

6.1.2.1. Primary: Mayor, City of Montgomery, 103 N. Perry Street, Montgomery, AL 36104

6.1.2.2. Alternate: Director of Planning, City of Montgomery 103 N. Perry Street, Montgomery, AL 36104

6.1.3. For the City of Prattville

6.1.3.1. Primary: Mayor, City of Prattville, 101 W. Main Street, Prattville, AL 36067

6.1.3.2. Alternate: Director of Planning & Development, City of Prattville, 102 W. Main Street, Prattville, AL 36067

6.1.4. For Autauga County

6.1.4.1. Primary: County Commission Chairman, Autauga County, 1525 Alt. County Road 40 West, Prattville, AL 36067

6.1.4.2. Alternate: County Engineer, Autauga County, 511 W. Fourth Street, Prattville, AL 36067

6.1.5. For Elmore County

6.1.5.1. Primary: County Commission Chairman, Elmore County, 100 E. Commerce Street, Wetumpka, AL 36092

6.1.5.2. Alternate: County Engineer, Elmore County, 155 County Shop Road, Wetumpka, AL 36092

6.1.6. For Montgomery County

6.1.6.1. Primary: County Commission Chairman, Montgomery County, P.O. Box 1667, Montgomery, AL 36102-1667

6.1.6.2. Alternate: County Engineer, Montgomery County, P.O. Box 1667, Montgomery, AL 36102-1667

d

6.1.7. For Maxwell Air Force Base, 42d Air Base Wing

6.1.7.1. Primary: 42d Mission Support Group Commander, 50 Le May Plaza, Maxwell, AFB, 36112

6.1.7.2. Alternate: 42d Civil Engineer Squadron Director, 400 Cannon Street, Maxwell AFB, AL 36112

6.1.7.3. Alternate: 42d Operations Support Squadron Commander, 401 West Maxwell Blvd., Maxwell, AFB, 36112

6.1.8. For Maxwell Air Force Base, 908th Airlift Wing

6.1.8.1. Primary: 908th Airlift Wing Commander, 401 West Maxwell Blvd., Maxwell, AFB, 36112

6.1.8.2. Alternate: 908th Airlift Wing Commander's Executive, 401 West Maxwell Blvd., Maxwell, AFB, 36112

6.2. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

6.3. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.4. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.5. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.6. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.7. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.8. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.9. EXPIRATION DATE: This MOU expires on July 1, 2024.

APPROVED:

________________ Date: ________
Mayor, City of Millbrook

________________ Date: ________
Mayor, City of Montgomery

________________ Date: ________
Mayor, City of Prattville

________________ Date: ________
Chairman, Autauga Co. Commission

________________ Date: ________
Chairman, Elmore Co. Commission

________________ Date: ________
Chairman, Montgomery Co. Commission

________________ Date: ________
Commander, 908th Airlift Wing

Date: 18 Feb 16
Commander, 42d Air Base Wing

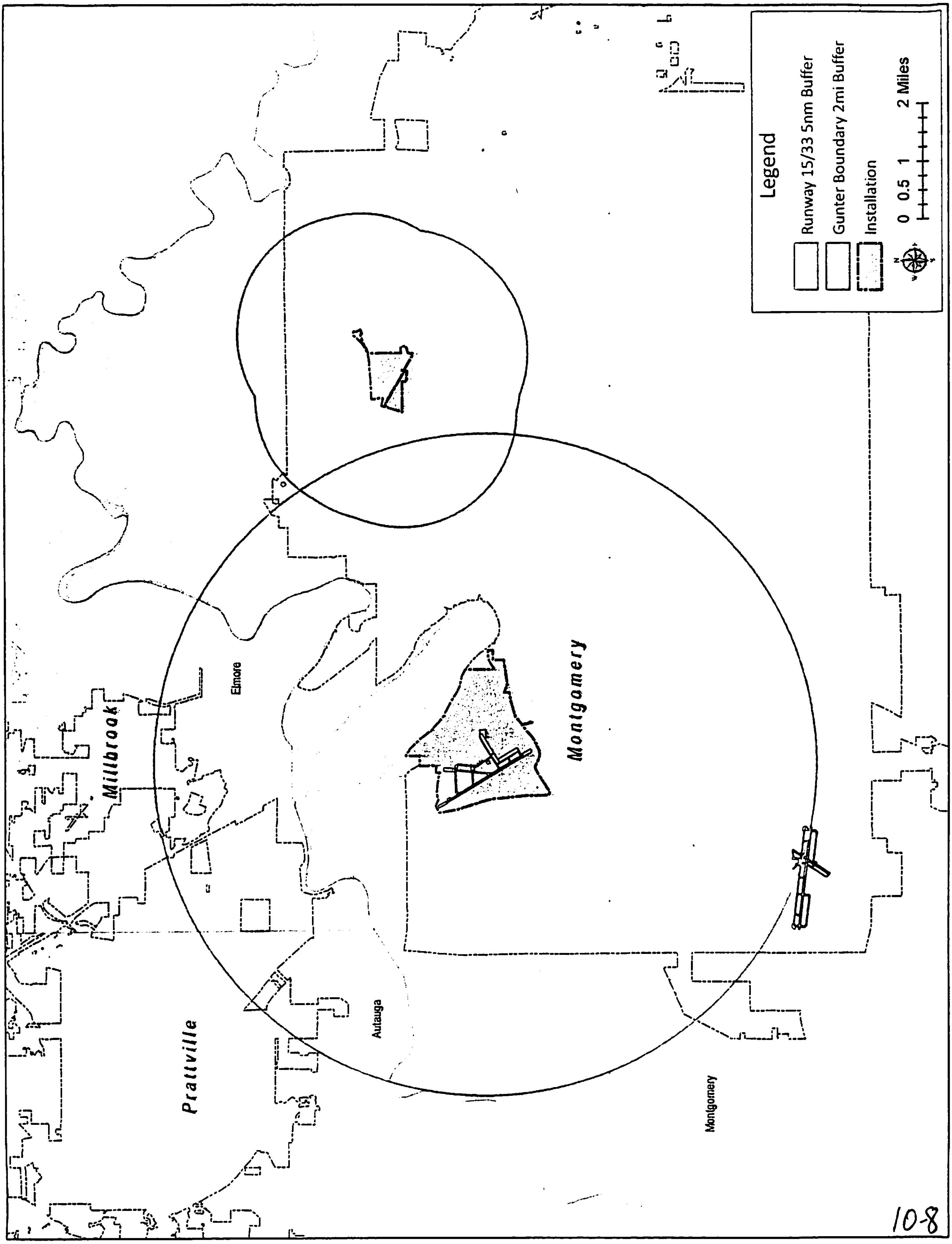
Stakeholder

Organization	[illegible]	First Name	Last Name	Position	Street Address	City	State	Zip Code	Office Telephone	Email	Web link	Notes
City of Millbrook	Primary	Al	Kelley	Mayor	3390 Main Street	Millbrook	AL	36054	(334) 285-6428	mayoralkelley@yahoo.com	http://www.cityofmillbrook.org/home/	
City of Millbrook	Alternate	Stuart	Peters	Engineer	2995 Deatsville Highway	Millbrook	AL	36022	(334) 285-3882	stu@elmore.rr.com		
City of Montgomery	Primary	Todd	Strange	Mayor	103 N. Perry Street	Montgomery	AL	36104	(334) 241-2000	mayor@montgomeryal.gov	http://www.montgomeryal.gov/	
City of Montgomery	Alternate	Robert	Smith	Director of Planning	103 N. Perry Street	Montgomery	AL	36104	(334) 625-2218	rsmith@montgomeryal.gov	http://www.montgomeryal.gov/	
City of Prattville	Primary	Bill	Gillespie	Mayor	101 W. Main Street	Prattville	AL	36067	(334) 361-3609	bill.gillespie@prattvilleal.gov	http://www.prattvilleal.gov/	
City of Prattville	Alternate	Joel	Duke	Director of Planning & Development	102 W. Main Street	Prattville	AL	36067	(334) 361-3761	joel.duke@prattvilleal.gov	http://www.prattvilleal.gov/	
County of Autauga	Primary	Carl	Johnson	Commission Chairman	1525 Alt. County Road 40 West	Prattville	AL	36067	(334) 365-3047	*Not Available*	http://www.autaugaco.org/	
County of Autauga	Alternate	Barry	Ousley	County Engineer	511 W. Fourth Street	Prattville	AL	36067	(334) 361-3761	acrd@autuaga.com	http://www.autaugaco.org/	
County of Elmore	Primary	David	Bowen	Commission Chairman	100 E. Commerce Street	Wetumpka	AL	36092	(334) 514-5841	d.bowen@elmoreco.org	http://www.elmoreco.org/	
County of Elmore	Alternate	Richie	Beyer	County Engineer	155 County Shop Road	Wetumpka	AL	36092	(334) 567-1162	wrbechd@elmore.rr.com	http://www.elmoreco.org/	
County of Montgomery	Primary	Dean	Elton	Commission Chairman	PO Box 1667	Montgomery	AL	36102-1667	(334) 832-1210	eltondean@mc-ala.org	http://www.mc-ala.org/	
County of Montgomery	Alternate	George	Speake	County Engineer	100 South Lawrence Street, 2nd Floor	Montgomery	AL	36104	(334) 832-1310	georgespeake@mc-ala.org	http://www.mc-ala.org/	
					Mailing adcress: PO Box 1667	Montgomery	AL	36102-1667				
Maxwell AFB - 42ABW	Primary	Andrea	Tullos	42 ABW/CC	50 Le May Plaza, Suite 110	Maxwell AFB	AL	36112	(334) 953-4200	andrea.tullos@us.af.mil	http://www.maxwell.af.mil/	
Maxwell AFB - 42ABW	Alternate	Michael	Allen	42 CES/CC	400 Cannon Street	Maxwell AFB	AL	36112	(334) 953-3544	michael.allen.5@us.af.mil	http://www.maxwell.af.mil/	
Maxwell AFB - 42OSS	Primary	James	Hudnell	42 OSS/CC	220 West Ash Street	Maxwell AFB	AL	36112	(334) 953-8941	james.hudnell.1@us.af.mil	http://www.maxwell.af.mil/	
Maxwell AFB - 42OSS	Alternate	Harrison	Coates	42 OSS/OSSAA	220 West Ash Street	Maxwell AFB	AL	36112	(334)953-7406	harrison.coates.ctr@us.af.mil	http://www.maxwell.af.mil/	
Maxwell AFB - 908AW	Primary	Adam	Willis	908 AW/CC	401 West Maxwell Blvd	Maxwell AFB	AL	36112	(334) 953-9080	adam.willis@us.af.mil	http://www.908aw.afrc.af.mil/	
Maxwell AFB - 908AW	Alternate	Nancy	Stephenson	908 AW/CCE	401 West Maxwell Blvd	Maxwell AFB	AL	36112	(334) 953-9080	nancy.stephenson@us.af.mil	http://www.908aw.afrc.af.mil/	

10-6

Organization	Action	Signature/Date
City of Millbrook	Concur /non-concur	
City of Prattville	Concur /non-concur	
City of Montgomery	Concur /non-concur	
County of Autauga	Concur /non-concur	
County of Elmore	Concur /non-concur	
County of Montgomery	Concur /non-concur	
Maxwell AFB - 908AW	Concur /non-concur	

10-7


Legend
Runway 15/33 5nm Buffer
Gunter Boundary 2mi Buffer
Installation
0 0.5 1 2 Miles
Millbrook
Elmore
Montgomery
Prattville
Autauga
Montgomery

10-8

Donald Mims

Subject: FW: MOU Between Cities and Maxwell AFB
Attachments: TAB 1 - MOU Between Communities and Maxwell AFB 13 Oct 2015 - ABW Signed.docx; Maxwell AFB- Military Legislation- 2 mile Local Stakeholder Matrix-2608....xlsx; FAAC Coords.docx; Maxwell_Gunter Airfield Buffers.pdf

-----Original Message-----
From: SATTERFIELD, LAUREN A A1C USAF AETC 42 LRS/LGRDX [mailto:lauren.satterfield@us.af.mil]
Sent: Friday, June 03, 2016 10:51 AM
To: DiDi Henry <DIDIHENRY@mc-ala.org>
Cc: ACKERMAN, MICHELLE L MSgt USAF AFMC AFLCMC/HIBD <michelle.ackerman@us.af.mil>; GRAY, CHRISTOPHER C MSgt USAF AETC 42 LRS/LGRR <christopher.gray.8@us.af.mil>; MCDONALD, ASHLEY R A1C USAF AETC 42 LRS/LGRDX <ashley.mcdonald.10@us.af.mil>
Subject: FW: MOU Between Cities and Maxwell AFB

Good Morning Ma'am,

Per our phone conversation, please see below and attached. I also attached a map of the airfield on Maxwell AFB. If you have any questions or concerns please let my office know, thank you.

V/r

Lauren A. Satterfield, A1C, USAF
Logistics Planner, IDRC, 42 LRS
DSN: 493-9917 COMM: 334-953-9917

-----Original Message-----
* From: SATTERFIELD, LAUREN A A1C USAF AETC 42 LRS/LGRDX
Sent: Monday, March 07, 2016 4:12 PM
To: KLINGER, RAYMOND M Maj USAF AFRC 908 LRS/LGR; 'mayoralkelley@yahoo.com'; 'stu@elmore.rr.com'; 'mayor@montgomeryal.gov'; 'rsmith@montgomeryal.gov'; 'bill.gillespie@prattvilleal.gov'; 'joel.duke@prattvilleal.gov'; 'acrd@autuaga.com'; 'd.bowen@elmoreco.org'; 'wrbechd@elmore.rr.com'; 'eltondean@mc-ala.org'; 'georgespeake@mc-ala.org'
Cc: GRAY, CHRISTOPHER C MSgt USAF AETC 42 LRS/LGRR
Subject: MOU Between Cities and Maxwell AFB

Sir/Ma'am,

Please see attached documents concerning Memorandum of Agreement (MOU) between Maxwell AFB and surrounding communities. Below you will find background information of the MOU. If you concur please sign the attached MOU (Tab 1) and the "FAAC Coords" document. If not, non-concur and state your reasoning so all questions or concerns can be answered by the POC. Please note the suspense date for concurrence is 1 April 2016. Also, if you are not the correct point of contact, please forward this email to them and send us their contact information. Thank you.

AO: A1C Lauren Satterfield/lauren.satterfield@us.af.mil

Suspense Date: 1 April 2016

Subject: MOU Between Cities and Maxwell AFB

1. PURPOSE. To obtain FAAC coordination on MOU between Maxwell AFB and Cities

2. BACKGROUND. On 18 February 2014, Alabama legislature and the Governor enacted into law, "Each local government whose territorial boundaries are within two miles of all or any portion of a military installation shall provide written notice to the military installation's commanding officer and the flying mission commanding officer if applicable, or their designees, or any local impact issue."

3. RECOMMENDATION. Review attached documents and coordinate concur/non-concur or any concerns to the 42 LRS/Plans & Programs Org Mailbox (42lrs.plans.programsorgbox@us.af.mil) by COB 1 April 16. If you are unable to meet this suspense, please let us know.

V/r
Lauren A. Satterfield, A1C, USAF
Logistics Planner, IDRC, 42 LRS
DSN: 493-9917 COMM: 334-953-9917

Haskell | Slaughter
attorneys at law

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery Alabama 36104
t 334.265.8573 | f 334 264.7945

MEMORANDUM

T-16

June 23, 2016

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Request for Opinion – Memorandum of Understanding for Zoning and Land Use Change Notifications

I have reviewed your memorandum dated June 23, 2016, regarding a Memorandum of Understanding between the cities of Millbrook, Montgomery, and Prattville, the counties of Autauga, Elmore and Montgomery and Maxwell Air Force Base for zoning and land use change notifications.

It is my opinion that this is in the best interest of all of the citizens of Central Alabama and Maxwell Air Force Base. Maxwell is a major employer and a major economic asset of Montgomery County. The Memorandum of Understanding is acceptable.

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

50051-317

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

June 23, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Request for Opinion – Memorandum of Understanding for Zoning and Land Use Change Notifications

Attached is a Memorandum of Understanding (MOU) between the cities of Millbrook, Montgomery, and Prattville, the counties of Autauga, Elmore and Montgomery and Maxwell Air Force Base for zoning and land use change notifications. Also, attached is an email from ACCA Staff Attorney Morgan Arrington regarding this MOU.

Please review the attachments and issue an opinion by Monday, June 27, 2016, as to whether the MOU acceptable.

As always, thank you for your assistance.

/tn

Attachments

ACT #2014-013

SB80

155184-2

By Senators Dial and Whatley

RFD: Veterans and Military Affairs

First Read: 14-JAN-14

PFD: 01/09/2014

FEB 11 2014
RECEIVED
GOVERNOR'S OFFICE

10-13

SB80

ENROLLED, An Act,

Relating to land use near military reservations; to add a new Chapter 106 to Title 11 of the Code of Alabama 1975, to require local governments to notify certain military installations of certain proposed land use changes; to provide certain military installations an opportunity to comment on certain proposed land use changes; and to amend Section 11-52-8, Code of Alabama 1975, to provide for references to military installations in master plans adopted by municipal planning commissions.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Chapter 106 is added to Title 11 of the Code of Alabama 1975, to read as follows:

Chapter 106. Military Land Use Planning.

§11-106-1. This chapter shall be known and may be cited as the "Military Land Use Planning Act."

§11-106-2. The Legislature finds, determines, and declares that it is desirable for local governments in the state to cooperate with military installations located within the state in order to encourage compatible land use, help prevent incompatible urban encroachment upon military

1014

installations, and facilitate the continued presence of major military installations within the state.

§11-106-3. As used in this chapter, the following words shall have the following meanings:

(1) LOCAL GOVERNMENT. Any county or municipality.

(2) LOCAL IMPACT ISSUE. Any adoption or amendment by a local government of a proposed zoning plan, comprehensive master plan, or land development regulations that, if approved, may or will significantly affect any area or airspace that is within two miles of a military installation.

(3) MILITARY INSTALLATION. Any base, camp, post, station, airfield, yard, center, or any other land area under the jurisdiction of the United States Department of Defense, including any leased facility, the total acreage of which installation is in excess of 500 acres. The term military installation does not include any facility used primarily for civil works, river projects, or flood control projects.

§11-106-4. Each local government whose territorial boundaries are within two miles of all or any portion of a military installation shall provide written notice to the military installation's commanding officer and the flying mission commanding officer if applicable, or their designees, of any local impact issue.

§11-106-5. (a) Upon submission of the information required by Section 11-106-4 about a local impact issue, the

10-15

military installation shall have 30 calendar days before any final action is taken or any public hearing is held about the issue. During that time the military installation may review the information and submit comments to the local government on the impact of the issue upon the mission of the military installation. The comments may include any of the following:

(1) If the military installation has an airfield, whether the local impact issue will be compatible with the safety and noise standards contained in the air installation compatible use zone recommended by the United States Department of Defense for that airfield.

(2) Whether the local impact issue is compatible with the installation environmental noise management program of the military installation.

(3) Whether the local impact issue is compatible with any joint land use study for the area within which the changes are to take place, if such study has been completed.

(4) Whether the military installation's mission will be adversely affected by the local impact issue.

(b) The local government shall review any comments received from the commanding officer or the flying mission commanding officer, or their designees, pursuant to this section when considering approval of the local impact issue.

(c) Notwithstanding any other provision of this chapter, nothing in this section shall be construed to require

10-16

a local government to amend its zoning rules, comprehensive plan, or land development regulations in effect as of the effective date of this chapter in order to satisfy the requirements of this section.

(d) No provision of this chapter shall be construed to confer additional powers or expand existing powers of any local government over zoning, planning, or land use.

(e) If an existing joint land use study exists between any local governmental body and a military installation, this chapter shall not be construed to supersede the provisions of that existing agreement.

Section 2. Section 11-52-8, Code of Alabama 1975, is amended to read as follows:

"§11-52-8.

"(a) It shall be the function and duty of the commission to make and adopt a master plan for the physical development of the municipality, including any areas outside of its boundaries which, in the commission's judgment, bear relation to the planning of such municipality.

"~~Such~~ (b) The plan, with the accompanying maps, plats, charts, and descriptive matter shall show the commission's recommendations for the development of said territory, including, among other things, the general location, character and extent of streets, viaducts, subways, bridges, waterways, waterfronts, boulevards, parkways,

10-17

playgrounds, squares, parks, aviation fields and other public ways, grounds and open spaces, the general location of public buildings and other public property, the general location and extent of public utilities and terminals, whether publicly or privately owned or operated, for water, light, sanitation, transportation, communication, power and other purposes, the removal, relocation, widening, narrowing, vacating, abandonment, change of use or extension of any of the foregoing ways, grounds, open spaces, buildings, military installations, property, utilities, or terminals; as well as a zoning plan for the control of the height, area, bulk, location, and use of buildings and premises.

"(c) As the work of making the whole master plan progresses, the commission may from time to time adopt and publish a part or parts thereof, any such part to cover one or more major sections or divisions of the municipality or one or more of the aforesaid or other functional matters to be included in the plan.

"(d) The commission may from time to time amend, extend, or add to the plan.

"(e) For purposes of this section, the term "military installation" has the same meaning as specified in Section 11-106-3."

Section 3. All laws or parts of laws which conflict with this act are repealed.

10-18

Section 4. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.

SB80

Kay Ivey

President and Presiding Officer of the Senate

Speaker of the House of Representatives

SB80
Senate 28-JAN-14
I hereby certify that the within Act originated in and passed the Senate.

Patrick Harris
Secretary

House of Representatives
Passed: 06-FEB-14

By: Senator Dial

APPROVED February 18, 2014

TIME 7:35 a.m.

Robert Bentley

GOVERNOR

Alabama Secretary Of State

Act Num....: 2014-13
Bill Num...: S-80

Recv'd 02/18/14 01:01pmSLF

Page 7

10-20

yeas 21 nays 0 abstain 0
And was ordered sent forthwith to the House.

YEAS 95 NAYS 0
JEFF WOODARD

SOR
ONSORS

SENATE ACTION

DATE: 1-14 2014
RD 1 RFD V+MA

I hereby certify that the notice & proof is attached to the Bill, SB ________ as required in the General Acts of Alabama, 1975 Act No. 919.

PATRICK HARRIS,
Secretary

This Bill was referred to the Standing Committee of the Senate on V+MA

and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report

w/amd(s) ______ w/sub______ w/eng sub______

yeas 10 nays 0 abstain ______

this 22nd day of Jan 2014

______, Chairperson

DATE: 1-22 2014
RF FAV RD 2 CAL

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, SB 80.

yeas 21 nays 0 abstain 0

PATRICK HARRIS,
Secretary

DATE: 1-28-14 RD 3 at length
PASSED ☑ PASSED AS AMENDED ☐

HOUSE ACTION

DATE: 1.30 2014
RD 1 RFD MVA

REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on

Military and Veterans Affairs

was acted upon by such Committee in session, and returned therefrom to the House with the recommendation that it be Passed,

w/amd(s) Ø w/sub Ø

this 4th day of February, 2014.

______, Chairperson

DATE: 2-4 2014
RF RD 2 CAL

DATE: 20__
RE-REFERRED ☐ RE-COMMITTED ☐
COMMITTEE ________

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill. SB 80.

10-21

Advanced Disposal

June 27, 2016

Myrtle Singleton, Purchasing Manager

Montgomery County Commission

101 S. Lawrence Street

Montgomery, Alabama 36104

Below is our quote for dumpster service at the following location:

Alabama Cooperative Extension Office

Eastmont Shopping Plaza

5340 Atlanta Highway

Montgomery, Alabama 36109

(1) 2 yard dumpster serviced once per week for $ 51.00 per month.

Thank You,

Daryl Rutland

Daryl Rutland

General Manager

334 513 7846

1121 Wilbanks Street • Montgomery, AL 36108
tel (334) 834-5585 • fax (334) 834-1201 • www.AdvancedDisposal.com

11-2

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

Amendment
To
Contract # 51901-15B-022

Amendment No. 2

Contract for a two yard dumpster serviced once a week to be provided at the Alabama Cooperative Extension Service at 5340 Atlanta Hwy., Montgomery, AL 36109 is hereby amended as follows:

The following location will be added to the contract, Alabama Cooperative Extension Service. Garbage collection services will be provided on a monthly basis at $51.00 per month, which should be billed to Montgomery County Commission, P.O. Box 1667, Montgomery, Alabama 36102-1667.

All other provisions of the contract will remain the same.

WITNESS: ADVANCED DISPOSAL

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

11-3

HAYNES & HAYNES, P.C.

Attorneys at Law

Alicia K. Haynes
Kenneth D. Haynes
Gina E. Pearson
Leirin M. Ragan

Of Counsel:
Charles E. Guerrier

1600 WOODMERE DRIVE
BIRMINGHAM, ALABAMA 35226
WWW.HAYNES-HAYNES.COM

Tel: 205-879-0377
Fax: 205-879-3572

2016 JUN 20 AM 10: 39

June 9, 2016

VIA CERTIFIED MAIL:
Montgomery County Commissioner
Attn: Administrative Claims Clerk
101 South Lawrence Street
Montgomery, Alabama 36104

RE: ***Sworn Statement and Administrative Claim Of Ky'ann Cogman Pursuant to Section 6-5-20, 11-12-5 and 11-12-8 Alabama Code***

Dear Sir or Madame:

Pursuant to Section 6-5-20, Ala. Code 1975, I hereby present the Sworn Statement and Administrative Claim of Ky'ann Cogman for submission to the Montgomery County Commission.

Sincerely,

Leirin M. Ragan
Leirin M. Ragan
FOR THE FIRM

LMR/

Enclosure: Sworn Statement and Administrative Claim

FILED
JUN 14 2016
Tiffany B. McCord
Circuit Clerk
Montgomery, Alabama

12-2

SWORN STATEMENT AND ADMINISTRATIVE CLAIM PURSUANT TO ALABAMA CODE SECTIONS 6-5-20, 11-12-5 and 11-12-8

CLAIMANT:	KY'ANN COGMAN
CLAIMANT'S D.O.B.:	MARCH 29, 1994
CLAIMANT'S SSN:	424-41-1050
JUDGMENTS IN FAVOR OF STATE:	There are no prior adjudicated unpaid claims of any nature of this claimant to the State, its agencies, officers or subdivisions.
RESPONDENT:	CITY OF MONTGOMERY
DATE OF ACCIDENT:	MARCH 28, 2016
FACTS GIVING RISE TO CLAIM:	On or about March 28, 2016, KY'ANN COGMAN suffered physical and emotional injuries as a result of being sexually assaulted and sodomized by a City of Montgomery Police Officer, Morris Leon Williams, Jr. The incident occurred after Ms. Cogman placed a 9-1-1 call to the CITY OF MONTGOMERY POLICE DEPARTMENT and the City dispatched Officer Williams to respond to her call reporting a stolen heart monitor alert device. While responding to the call, Officer Williams sexually assaulted and sodomized Ms. Cogman using force.
DAMAGES:	KY'ANN COGMAN seeks recovery for all damages allowed under Federal and State Law including, but not limited to §§6-5-20, 11-12-5, and 11-12-8, Ala. Code 1975. Ms. Cogman seeks recovery for physical and emotional injuries, resulting in ongoing pain and suffering and emotional

12-3

AMOUNT OF CLAIM:	Claimant demands all maximum damages recoverable and allowable under Federal and State Law and believes the value of her claim(s) to be in excess of $500,000.00.
DATE OF CLAIM:	JUNE 9, 2016

KY'ANN COGMAN

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Ky'ann Cogman, who, under oath, states that the matters and things alleged in the foregoing are true and correct.

This the 9th day of June, 2016.

STEPHANIE R. BURCH NOTARY PUBLIC STATE OF ALABAMA

Notary Public
My commission Expires: STEPHANIE R. BURCH My Commission Expires August 10, 2019

Leirin M. Ragan
Attorney for Claimant

OF COUNSEL:
HAYNES & HAYNES, P.C.
1600 Woodmere Drive
Birmingham, Alabama 35209
(205) 879-0377 Telephone
(205) 879-3572 Facsimile
lmragan@haynes-haynes.com

12-4

PRISCILLA BLACK DUNCAN

ATTORNEY & COUNSELOR

Sheriff Derrick Cunningham
Montgomery County Sheriff's Office
115 South Perry Street
Montgomery, AL 36104

RE-NOTIFICATION OF CLAIM

May 19, 2016

RE: Claim of Catherine Leonard

I have been retained to represent Catherine Leonard, whose home was subject to an unreasonable search and seizure on or about June 8, 2015.

Three individuals witnessed two sheriff's deputies enter into Leonard's home while the home was unoccupied. The officers produced no evidence of a search warrant or reasonable cause to go into Leonard's home without her permission. Deputies damaged her front door and items inside the house, including a lamp and cocktail table. As a result, she became sick, suffered loss of sleep, and feared leaving her home, requiring medical treatment.

Leonard made several attempts to contact the Sheriff's office and get answers, but she was turned away. She also filed a written complaint with the Montgomery Sheriff's Dept. on Jan. 29, 2016, and received no response.

As a result of this violation of Leonard's Fourth Amendment rights, we are asking for a settlement of $10,000. Please contact your insurance carrier and respond within 14 days to prevent litigation.

Sincerely,

Priscilla B. Duncan

Priscilla Black Duncan
Attorney for Catherine Leonard

P.B. DUNCAN & ASSOCIATES, L.L.C.
472 S. LAWRENCE STREET • SUITE 204 • MONTGOMERY, ALABAMA 36104
POST OFFICE BOX 1603 • MONTGOMERY, ALABAMA 36102
PHONE (334) 264-9679 • FAX (334) 264-9643 • E-MAIL: HELZPHAR@MINDSPRING.COM

13-2

Tammy Price

From: Christie Vazquez <CHRISTIEVAZQUEZ@mc-ala.org>
Sent: Wednesday, May 25, 2016 4:51 PM
To: Tammy Price
Cc: Gayle Atchison; Derrick Cunningham; Dave Bryan
Subject: RE: Potential Lawsuit-Catherine Leonard

Follow Up Flag: Follow up
Flag Status: Flagged

Per Chief Bryan, she called in about 1 ½ years to 2 years ago while D.T. was still in office and was complaining about the said matter. Once she began saying "her attorney", D.T. said we would not talk with her anymore and that we'd let her attorney deal with our attorney and that's the last Chief Bryan heard from or about Ms. Leonard.

Christie

Christie R. Vázquez
Administrative Assistant to Sheriff Cunningham
Montgomery County Sheriff's Office
115 S Perry Street
Montgomery, Alabama 36104
334.832.7106
Fax 334.832.7113
www.MontgomerySheriff.com

From: Tammy Price [mailto:tmp@hsg-law.com]
Sent: Wednesday, May 25, 2016 10:25 AM
To: Christie Vazquez <CHRISTIEVAZQUEZ@mc-ala.org>
Cc: Gayle Atchison <GayleAtchison@mc-ala.org>; Derrick Cunningham <DerrickCunningham@mc-ala.org>
Subject: RE: Potential Lawsuit-Catherine Leonard

Did the sheriff's office receive the complaint they allege filing on Jan 29, 2016? I am trying to recall.

Tammy Price
Legal Assistant to Thomas T. Gallion, III
Haskell Slaughter & Gallion, LLC
8 Commerce Street, Suite 1200

13-3

Montgomery, AL 36104
(334) 265-8573

Legal Assistant to Charles Price
Price Group, LLC
8 Commerce Street, Suite 1200
Montgomery, AL 36104
(334) 265-8573

From: Christie Vazquez [mailto:CHRISTIEVAZQUEZ@mc-ala.org]
Sent: Wednesday, May 25, 2016 10:21 AM
To: Tammy Price
Cc: Gayle Atchison; Derrick Cunningham
Subject: Potential Lawsuit-Catherine Leonard
Importance: High

Please review the attached letter from Attorney Priscilla Black Duncan.

Please let me know if you have any questions.

Thanks,

Christie

Christie R. Vázquez
Administrative Assistant to Sheriff Cunningham
Montgomery County Sheriff's Office
115 S Perry Street
Montgomery, Alabama 36104
334.832.7106
Fax 334.832.7113
www.MontgomerySheriff.com

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51901-16B-024 DATE ISSUED: June 27, 2016 BID OPENING DATE: JULY 12, 2016 SUPPORT SERVICES - Montgomery County Park Grounds TERMS OF PAYMENT / DISCOUNT:				Sharpcut Lawn Service 9776 Helmsley Circle Montgomery, AL 36117 Attn: Dennis Huffman (334) 462-9890		Humphries Lawn Service 9569 Vaughn Rd. Pike Road, AL 36064 Attn: Brian Humphries (334)799-5879		C & C Property Solutions 1134 Karen Rd Montgomery, AL 36109 Attn: Nicole Lake (334) 954-9506		CSPOT Cleaning Service 6361 Gerrell Ct. Montgomery, AL 36116 Attn: Susan Thomas (334) 669-2147		Fleeton's Lawn Service P. O. Box 20512 Montgomery, AL 36120 Attn: Fredrick Fleeton (334) 284-0424	
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	LAPINE; MER. TRAIL	YR	1	$6,000.00	$6,000.00	$6,005.00	$6,005.00	No Bid	No Bid	$11,648.00	$11,648.00	$5,601.00	$5,601.00
2	GRADY PARK	YR	1	$3,600.00	$3,600.00	$3,780.00	$3,780.00	No Bid	No Bid	$9,323.00	$9,323.00	$5,601.00	$5,601.00
3	PINTLALA PARK	YR	1	$3,480.00	$3,480.00	$3,465.00	$3,465.00	No Bid	No Bid	$10,873.00	$10,873.00	$4,361.00	$4,361.00
4	PINE LEVEL PARK	YR	1	$2,520.00	$2,520.00	$2,730.00	$2,730.00	$30,000.00	$30,000.00	No Bid	No Bid	$5,291.00	$5,291.00
5	FIELD OF DREAMS	YR	1	$2,000.00	$2,000.00	$2,875.00	$2,875.00	No Bid	No Bid	No Bid	No Bid	$5,281.00	$5,281.00
6	WAUGH PARK	YR	1	$3,600.00	$3,600.00	$3,775.00	$3,775.00	$20,000.00	$20,000.00	$6,933.00	$6,933.00	$5,281.00	$5,281.00
7	CATOMA PARK	YR	1	$3,600.00	$3,600.00	$3,775.00	$3,775.00	No Bid	No Bid	$9,323.00	$9,323.00	$5,291.00	$5,291.00
8	SNOWDOUN PARK	YR	1	$8,580.00	$8,580.00	$8,760.00	$8,760.00	No Bid	No Bid	No Bid	No Bid	$6,221.00	$6,221.00
9	RAMER PARK	YR	1	$2,610.00	$2,610.00	$3,465.00	$3,465.00	No Bid	No Bid	No Bid	No Bid	$5,601.00	$5,601.00
	38 BIDS MAILED												
TOTAL BID AMOUNTS					$35,990.00		$38,630.00		$50,000.00		$48,100.00		$48,529.00

Notes:

15.2

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:	BID # 1	BID # 2	BID # 3	BID # 4	BID # 5
INVITATION TO BID NO. 51901-16B-024 DATE ISSUED: June 27, 2016 BID OPENING DATE: JULY 12, 2016 SUPPORT SERVICES - Montgomery County Park Grounds TERMS OF PAYMENT / DISCOUNT:	Pate Landscape Co. Inc. 3408 Greenpine Circle Montgomery, AL 36108 Attn :Gene Smith **No Bid**	Afforable Lawn Service P. O. Box 210483 Montgomery, AL Attn: Anthony Thomas **No Bid**			

ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1 UNIT PRICE	BID # 1 EXTENDED AMOUNT	BID # 2 UNIT PRICE	BID # 2 EXTENDED AMOUNT	BID # 3 UNIT PRICE	BID # 3 EXTENDED AMOUNT	BID # 4 UNIT PRICE	BID # 4 EXTENDED AMOUNT	BID # 5 UNIT PRICE	BID # 5 EXTENDED AMOUNT
1	LAPINE; MER. TRAIL	YR	1										
2	GRADY PARK	YR	1										
3	PINTLALA PARK	YR	1										
4	PINE LEVEL PARK	YR	1										
5	FIELD OF DREAMS	YR	1										
6	WAUGH PARK	YR	1										
7	CATOMA PARK	YR	1										
8	SNOWDOUN PARK	YR	1										
9	RAMER PARK	YR	1										
TOTAL BID AMOUNTS													

Notes:

15.3

Page 2 Montgomery County Park Grounds Maintenance 51901-16B-024.xls

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 51901-16B-024

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of August, 2016, between Sharpcut Lawn Service, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Sharpcut Lawn Service owns and operates a business and desires to provide grounds maintenance at Montgomery County Parks within the County in accordance with all provisions and specifications of Invitation to Bid No.51901-16B-024, as issued by the Montgomery County Commission on June 27, 2016 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Sharpcut Lawn Service and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning August 1, 2016 and ending July 30, 2017, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Sharpcut Lawn Service shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Sharpcut Lawn Service shall furnish all labor, materials, equipment, and perform all work necessary to maintain the grounds at all Montgomery County parks listed on the Invitation to bid.
5. In addition to the routine maintenance, Sharpcut Lawn Service may be called upon by Montgomery County Commission for maintenance due to special events taking place at the parks/field.
6. That Sharpcut Lawn Service shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
7. That Montgomery County Commission or Sharpcut Lawn Service may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.

8. That Sharpcut Lawn Service 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 Sharpcut Lawn Service, 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. Sharpcut Lawn Service agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Sharpcut Lawn Service 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 Sharpcut Lawn Service.

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 1st day of August, 2016.

WITNESS: SHARPCUT LAWN SERVICE

____________________ BY: ________________________

TITLE: ______________________

WITNESS:	MONTGOMERY COUNTY COMMISSION
______________________	BY: ______________________________
	TITLE: ____________________________

3

Sharp Electronics Corporation

Order # ____________

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495
Remit to address: Dept CH 14272, Palatine, IL 60055-4272

State of Alabama Contract T190 Rental Agreement

Bill To:	Ship To:
Montgomery County Commission	Montgomery County Commission
Purchasing Department	101 S. Lawrence Street
101 S. Lawerence Street	Montgomery, AL 36102
Montgomery, AL 36104	
Phone: (334) 832-1269	Phone: (334) 832-1269
Contact: Myrtle R. Singleton	Contact: Myrtle R. Singleton
Email: myrtlesingleton@mc-ala.org	Email: myrtlesingleton@mc-ala.org

Term: 3 Year rental agreement under the provisions of State of Alabama T190 Contract # 4012356

Monthly Rental Rate (including accessories): **$7,234.65** **Copy/Prints Included: -0-**
Excess Copy Cost Black: See Schedule A. **Excess Copy Cost Color: See Schedule A**
Total Monthly Equipment Rental: (includes taxes): $7,524.04
Note: Per Terms & Conditions of St AL T190 Contract all applicaple State and Local Use Tax have been added to the monthly rental payment.

Eqipment Description

See Equipment Scheduale A X

16-2

State of Alabama Contract T190 (Page 2)
Rental Agreement

Lessee: Montgomery County Commission
(Agency)

Supplies
Contract includes all suplies (toner , developer, drums) except for paper and staples.

Equipment Placement Period:
Fixed thirty-six (36) month Rental agreement which will commence on the date the equipment is installed. Rental includes installation, training, and removal at end of rental term.

Cancellation:
Lessee shall not cancel any contract for equipment for any reason other than failure of equipment to operate as specified or due to non-appropriation of funds. Cancellation for any other reason may result in a termination fee equal to the sum of the all remaining payments. Lessee shall provide 30 days written notice of cancellation.

Service
Contract includes all parts, labor, travel, and repair loaner machine (if necessary). Excludes damage due to negiligence or missuse. If a trend of excessive malfuctions is established and documented, Sharp Electronics will replace the device with another of equal or better features at no charge to the enduser.

Terms and Conditions
All Terms and Conditions in accordance with State of Alabama T190 Contract # 4012356 apply.

If a dispute arises or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first thru direct discussions or 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 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 than any disputes not resolved by resolution shall be decided in the Circuit Court of Montgomery County, Alabama governed by the laws of Alabama and any applicable federal laws relating to the argument between Montgomery County and Sharp Electronics Corp.

Lessee: Montgomery County Commission   Date: ____________
(Agency)

Signature: ______________________________   Title ________________________

Lessor ________________________________ Title _____________________ Date ________
Sharp Electronics Corp

State of AL Contract T190Rental

Montgomery County Commission Equipment Schedule A / Page 1 of 2

Contract Line #	Model & Accessories	Serial Number	Location	Monthly Rental (Includes tax)	Cost Per Copy Charge
25	MXM464N, MX-DE20, MX-PN11B		DA Check Unit	$189.28	$0.0049
25	MXM464N, MX-DE20, MX-PN11B		DA Pre-Trial	$189.28	$0.0049
25	MXM464N Base System		DA's Office	$123.72	$0.0049
33	MXM654N, MX-PN12B, MX-LC15		DA Street Crime	$276.85	$0.0041
33	MXM654N, MX-PN12B, MX-LC15		DA Grand Jury	$276.85	$0.0041
25	MXM464N, MX-DE20, MX-PN11B		DA VUC	$189.28	$0.0049
25	MXM464N, MX-DE20, MX-PN11B		DA JUVI / at Youth Facility	$189.28	$0.0049
25	MXM464N, MX-DE20, MX-PN11B		DA HMFI	$189.28	$0.0049
25	MXM464N, MX-DE20, MX-PN11B		DA Proposed / Admin 2	$189.28	$0.0049
9	MXM266N Base System		DA Child Support	$71.62	$0.0062
	MXM654N Base System		Finance	$213.78	$0.0041
9	MXM266N Base System		Maintenance	$71.62	$0.0062
25	MXM464N, MX-DE20, MX-FX11		Tax & Audit	$210.23	$0.0049
	MXM266N Base System		Revenue	$71.62	$0.0062
25	MXM464N, MX-FX11		Probate Tags DT	$164.24	$0.0049
13	MXM266N with Inner Finisher		Probate Records Revenue	$88.56	$0.0062
19	MXM364N, MX-FX11		Probate Court	$135.98	$0.0055
19	MXM364N, MX-FX11		Probate Accounting	$135.98	$0.0055
19	MXM364N, MX-FX11		Election Center	$99.77	$0.0055
19	MXM364N, MX-FX11		Probate East	$135.98	$0.0055
19	MXM364N, MX-FX11		Probate West	$135.98	$0.0055
19	MXM364N, MX-FX11		Probate South	$135.98	$0.0055
13	MXM266N with Inner Finisher		Revenue West	$88.56	$0.0062
13	MXM266N with Inner Finisher		Revenue East	$88.56	$0.0062
13	MXM266N with Inner Finisher		Revenue South	$88.56	$0.0062
13	MXM266Nwith Inner Finisher, MX-FX11		Information Systems	$124.77	$0.0062
25	MXM464N, MX-FX11		Purchasing	$159.93	$0.0049
19	MXM364N, MX-FX11		Engineering	$174.71	$0.0055
	MXM364N Base System		Appraisal	$99.77	$0.0055
25	MXM464N, MX-DE20, MX-FX11		Comm. Corrections	$205.92	$0.0049
1	MXB201D Base System		Comm. Corrections	$28.18	$0.0110
1	MXB201D Base System		Comm. Corrections	$28.18	$0.0110

State of AL Contract T190Rental

Montgomery County Commission Equipment Schedule A / Page 2 of 2

Contract Line #	Model & Accessories	Serial Number	Location	Monthly Rental (Includes tax)	Cost Per Copy Charge
25	MXM464N, MX-DE20		Jail - Releasing	$169.71	$0.0049
33	MX-M654N Base System		Jail - Booking	$213.78	$0.0041
65	MX5141N, MX-FN11, MX-DE21, MX-PNX6B		Jail - Admin	$329.33	BLK: $0.0054 / Color: $0.04
9	MXM266N Base System		Youth Facility Court Room	$71.62	$0.0062
33	MX-M654N, MX-PN12B		Youth Facility Detention	$236.64	$0.0041
33	MX-M654N Base System		Youth Facility Probation	$213.78	$0.0041
33	MX-M654N Base System		Youth Facility / Inmate hall way	$213.78	$0.0041
9	MXM266N Base System		Youth Facility - Switchboard	$71.62	$0.0062
9	MXM266N Base System		Personnel	$71.62	$0.0062
45	MX-M754N, MX-LC15, MX-FX11, MX-PN12B		Personnel	$357.13	0.0041
65	MX5141N, MX-FN11, MX-DE21, MX-PNX6B, MX-FX11		Admin	$365.54	BLK: $0.0054 / Color: $0.04
33	MX-M654N Base System		Legal Services	$213.78	$0.0041
59	MX-3050N, MX-FN27, MX-FX15		Investigations	$170.15	BLK: $0.0079 / Color: $0.045
65	MX5141N, MX-DE21, MX-PNX1B		Patrol	$253.97	BLK: $0.0054 / Color: $0.04

Lessee: Montgomery County Commi Date: ____________
(Agency)

Signature: ______________________________ Title ______________________

16-5

Haskell | Slaughter
attorneys at law

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334 265 8573 | f 334 264 7945

T T6

MEMORANDUM

June 30, 2016

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Lease Agreement for Copiers

I have reviewed your memorandum dated June 29, 2016, regarding a State of Alabama T190 Rental Agreement (Lease Agreement) for copiers with Sharp Electronics.

It is my opinion that our standard dispute resolution clause should be inserted into the agreement as follows:

Dispute Resolution. If a dispute arises of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions or 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 and any applicable federal laws relating to this agreement between Montgomery County and Sharp Electronics Corp.

Everything else in the Agreement appears to be in order and can be executed with the added Dispute Resolution clause. If executed, the agreement will be binding on all parties.

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

50051-317

16-6

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

June 29, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Lease Agreement for Copiers

Attached is an email from Purchasing Manager Myrtle Singleton and a State of Alabama Contract T190 Rental Agreement with Sharp Electronics Corp (Lessor) for copiers.

Please review the attached documents and issue your opinion by 5:00 p.m., Thursday, June 30, 2016, as to whether the Agreement is acceptable.

As always, thank you for your assistance.

/tn

Attachments

16-7

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 2

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	6/30/2016
DATE:	6/30/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel and Registration	001-52110.265	34,500	2,000	36,500
Miscellaneous In house appropriations	001-59310.498	42,000	(2,000)	40,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	76,500	0	76,500

JUSTIFICATION:

Increase the County Commission travel budget to cover Commission department travel request.

18.1

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	District Attorney	REVIEWED:	S. Thomas	6/15/2016
DATE:	6/15/2016	Finance Director		Date
REQUESTED BY:	Daryl D. Bailey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
General Fund				
Office Supplies/Minor Equip	001-51261-211	6,925	3,500	10,425
Fuels & Lubricants	001-51261-212	18,000	(7,000)	11,000
Copy Machine Rental	001-51261-223	14,500	3,000	17,500
Telephone	001-51261-251	5,500	1,000	6,500
Postage	001-51261-252	5,000	3,000	8,000
Cellular Service	001-51261-255	19,000	(4,000)	15,000
Travel - Registration & Trainin	001-51261-265	2,000	500	2,500
	TOTAL	70,925	0	70,925

JUSTIFICATION:

To realign budgets for expenditures

18.2

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	6/28/16
		Finance Director		Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	6/23/2016	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maint. Constr Equip	111-53400.232	78,500	3,000	81,500
Fuels & Lubricants	111.53400.212	199,750	(3,000)	196,750
	TOTAL	278,250	0	278,250

JUSTIFICATION:

To realign budget for Repair & Maint of Construction Equipment

18.3

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

REQUEST NUMBER 8

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED:	S. Thomas	28-Jun-16
		Finance Director		Date
REQUESTED BY:	JUDGE STEVEN L. REEI	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equipment	001-51300.211	71,768	19,000	90,768
Administration Expense	001-51300.499	18,000	(13,000)	5,000
Fiscal Agent/Bank/Trustee Fees	001-51300.329	36,550	(6,000)	30,550
	TOTAL	126,318	0	126,318

JUSTIFICATION:
To increase the office supply budget which has been exhausted with the opening of the new South Tag Office.

18-4

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	PERSONNEL	REVIEWED:	S. Thomas	6/22/2016
DATE:	6/22/2016		Finance Director	Date
REQUESTED BY:	Carmen Douglas	APPROVED:		
Elected Official/Dept. Head	Personnel Director		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
EXTRA HELP	123-51961.115	3,000	(3,000)	0
TRAVEL - Registration & Train	123-51961.265	18,000	3,000	21,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	21,000	0	21,000

JUSTIFICATION:

To cover the cost of all analyst attending one major personnel conference annually. This increase is due to adding to our staff (Brittany Lopez). Additional funding is also needed to cover the cost of attending the Annual EEOC Training Institute Seminar for the Director

18.5

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Sheriff-Emergency Mgmt	REVIEWED:	S. Thomas	6/28/2016
DATE:	6/28/2016	Finance Director		Date
REQUESTED BY:	Derrick Cunningham	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Equipment Purchases	784-51986.499	0	48,898	48,898
Revenue-AL 9-1-1 Board Grant	784-40000.44726	0	(48,898)	(48,898)
				0
	TOTAL	0	0	0

JUSTIFICATION:

To budget for a grant from the Alabama 9-1-1 Board for the Communications Dispatcher/Operator workstation renovation.

18-6

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 69

DEPARTMENT:	County Comm Appropri	REVIEWED:	S. Thomas	6/20/2016
DATE:	6/20/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Chamber of Commerce	001-59320.483	402,000	35,000	437,000
Fund Balance	001.35900		(35,000)	
	TOTAL	402,000	0	437,000

JUSTIFICATION:

To provide funding for the 2016 World Fire Fighter Combat Challenge.

Total Funding request:		
	City of Montgomery	55,000
	Chamber of Commerce	35,000
	Montgomery County	35,000
		125,000

19-1

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 70

DEPARTMENT:	County Comm Appropri:	REVIEWED:	S. Thomas	7/5/2016
DATE:	7/5/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Center for Independent Living	001-56701.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(414,200)	(5,000)	(419,200)
	TOTAL	(414,200)	0	(414,200)

JUSTIFICATION:

To provide funding to the Montgomery Center for Independent Living d/b/a Independent Rights & Resources for operational expenses.

20-1

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Date Requisition Created: 6/29/2016 8:34:04 AM
Requisition ID: 1109

Requisition Properties

Start Date 6/29/2016

WorkOrderNumber

Desired Hire Date 7/18/2016

Recruitment Number

Position Type
Open Competitive

Prefer Position(s) to be Filled By
Open Competitive

Department and Class Information

Department Name
Sheriff

SelBudget
55 - SHERIFF

Job Class Code and Title
CO0431 - Deputy Sheriff

Override Dept Name
Select Department

Certify Register from Alternate Job Class
CO0430 - Deputy Sheriff Trainee

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1	Montgomery County	Full-Time

Notes
Position #078 (Replacement of Samuel Garner)

View Details

Requisition Supporting Information

Proposed Effective Date of Hire

Pay Grade

County Payroll Number

Notes

COUNTY USE ONLY Manpower Data Entered By

COUNTY USE ONLY Manpower Data Entered On

21-2

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Date Requisition Created: 6/29/2016 8:24:13 AM
Requisition ID: 1108

Requisition Properties

Start Date 6/29/2016

WorkOrderNumber

Desired Hire Date 7/18/2016

Recruitment Number

Position Type
Open Competitive

Prefer Position(s) to be Filled By
Open Competitive

Department and Class Information

Department Name
Sheriff

SelBudget
55 - SHERIFF

Job Class Code and Title
CO0431PT - Part Time Deputy Sherif

Override Dept Name
Sheriff

Certify Register from Alternate Job Class
Select Job Class and Job Title

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1	Montgomery County	Part-Time

Notes
Position #6 (Replacement of Ernest Murray)

View Details

Requisition Supporting Information

Proposed Effective Date of Hire

Pay Grade

County Payroll Number

Notes

COUNTY USE ONLY Manpower Data Entered By

COUNTY USE ONLY Manpower Data Entered On

21-3

BOARD OF REGISTRARS
MONTGOMERY COUNTY

MEMORANDUM

DATE: June 24, 2016

TO: Donald L. Mims, Administrator
Montgomery County Commission

FROM: George M. Noblin, Chairman
Montgomery County Board of Registrars

RE: Rehire of Retired Employee on a Part-time Basis

In order to meet the demands of increased voter registration, both electronic and traditional, associated with the 2016 Presidential Election Year, added to new and increased responsibilities delegated by the Office of Secretary of State, including the issuance of free voter ID cards, online registration, and updated registration requirements at DHR, Medicaid, and DMV, on behalf of the Board, I herewith request authorization to hire our recently retired former Chief Clerk, Deanna Porath on a part-time basis. This will allow us to immediately address the increased demands of this election cycle, which come at a time when we have had our three clerks, each with over 30 years of service, retire within the past 15 months, including two of them this year. We currently have two new clerks, one of which has been on board just over three months.

Deanna has expressed an interest in working part-time, and with her 36 years of experience in this office and given the pressures of the current situation, we can certainly use here expertise and her assistance during this demanding election cycle.

I have had conversations about this situation with both you and Deputy Administrator Florence Cauthen, and with Margaret Broekhoven with City-County Personnel and County Finance Director Sherrill Thomas, and accordingly the Board believes that this will be a workable and cost-effective proposal, pending, of course, the Commission's approval of our request. With that in mind, the Board respectfully requests the Commission's earliest possible action in this matter.

http://www.mc-ala.org
P.O. Box 1667 • Montgomery, Alabama 36102-1667 • Phone 832-1215

22-2

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1131
Date Requisition Created: 7/12/2016 3:31:59 PM

Requisition Properties

Start Date 7/12/2016
WorkOrderNumber
Desired Hire Date
Recruitment Number - -
Position Type
Reemployment
Prefer Position(s) to be Filled By
Select One

Department and Class Information

Department Name
Board of Registrars
SelBudget
29 - BOARD OF REGISTRARS
Job Class Code and Title
Override Dept Name
Select Department
Certify Register from Alternate Job Class
* CO0077 - Retired RSA Employee/Clerical/Semi-Skilled

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1	Montgomery County	Part-Time

Notes
View Details

Requisition Supporting Information

Proposed Effective Date of Hire
Pay Grade A01
County Payroll Number

Notes
This position should be filled by the CO0077, this is a newly created position

COUNTY USE ONLY Manpower Data Entered By
COUNTY USE ONLY Manpower Data Entered On

22-3

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: **Daryl D. Bailey**

SUPERVISOR: **Rhonda B. Cape**

POSITION TITLE: **Senior Administrative Assistant**

POSITION NO: **400019013**

PROPOSED EFFECTIVE DATE: **July 5, 2016**

TYPE OF APPOINTMENT: **(X) PERMANENT** **( ) TEMPORARY**

RECRUITING:

(X) OPEN **( ) TRANSFER**

( ) PROMOTION **(X) PROMOTION/TRANSFER**

PAY GRADE: A06-01 – A06-15 **SALARY RANGE: $36,284 - $54,214**

Pay step to be based upon the following rules:
( ) **Promotions** – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.
*Merit dates do not change.
( ) **Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

---

1 **ADMINISTRATIVE REVIEW**

( ) APPROVED

( ) DISAPPROVED

____
Funding

3 **SELECTEE:** ______________________________

______________________________ **Date:** __________
Appointing Authority Signature – District Attorney Office

4 **( ) Manpower data entered by:** ______________________ **Date:** __________

( ) Payroll entered by: ______________________ **Date:** __________

revised 12/31/08

23-2

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 33

AGENDA
JUL 18 2016

Date: June 29, 2013

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: August 16, 2016   Return Date: August 19, 2016

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: 2016 ACCA Annual Convention

Traveler (s) Name:
1. Donald Mims
2. Ronda Walker
3. Elton Dean
4. Dan Harris
5. Andrew Hall
6. Jiles Williams
7.
8.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $7, 385.93   Advance Registration Required: $1,200.00

Department Name: County Commission   Fund Name: General

Additional Comments: Registration -$1,200.00 / Hotel - $4327.89/Meals - $575.00/Mileage -$1,283.04

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 07/05/16 reimbursement of actual and necessary expenses in the approximate amount of $7, 385.93 and advance registration of $1,200.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$34,500.00
Approved Requests:	$26,130.30
Budget Available:	$8,369.70
Current Requests:	$7,385.93
Budget Balance:	$983.77

Reviewed by: S. Thomas

Date: 6/30/2016

cc: Finance Director / Buyer

26-1

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 34

AGENDA
JUL 18 2016

Date: June 29, 2016
To: Donald L. Mims, Administrator
From: Ronda Walker
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al
Departure Date: July 21, 2016 Return Date: May 18, 2017
Conference Leave (Days / Hours): 11 Days
Purpose of Travel: Leadership Montgomery Legacy Class

Traveler (s) Name: 1. Ronda Walker 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $1,875.00 Advance Registration Required: $0.00
Department Name: County Commission Fund Name: General
Additional Comments: Tuition due: $1,875.00
FYI: Class will meet once per month from July 21, 2016 - May 18, 2017

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the approximate amount of $1,875.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$36,500.00 **
Approved Requests:	$26,130.30
Budget Available:	$10,369.70
Current Requests:	$9,260.93
Budget Balance:	$1,108.77

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/30/2016
cc: Finance Director / Buyer

** Reflects County Commission BC#2 to increase travel budget by $2,000 on 7/5/16 briefing memo.

262

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 7

JM

AGENDA

JUL 18 2016

Date: June 30, 2016

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: September 9, 2016 Return Date: September 9, 2016

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: ALTIST CRE Update 2016

Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. ______

2. ______ 5. ______

3. ______ 6. ______

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]

Private Vehicle [X] Other (Specify) [ ] ______

Total (est.) Cost: $220.48 Advance Registration Required: ______

Department Name: Finance Department Fund Name: General

Additional Comments: Registration $150 Meals $10 Mileage $60.48

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $220.48 and advance registration of $0.00 is authorized.

______

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	001-51110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$3,000.00
Approved Requests:	$581.28
Budget Available:	$2,418.72
Current Requests:	$220.48
Budget Balance:	$2,198.24

Reviewed by: S. Thomas

Date: 7/6/2016

cc: Finance Director / Buyer

263

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 8

6

AGENDA
JUL 18 2016

Date: June 30, 2016
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 13, 2016 Return Date: September 13, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2016 FASB Update for the Real World/The Future of A&A for the local firm
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. ______
2. ______ 5. ______
3. ______ 6. ______

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ] ______

Total (est.) Cost: $300.00 Advance Registration Required: $300.00
Department Name: Finance Department Fund Name: General
Additional Comments: ______

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

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $300.00 and advance registration of $300.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	001-51110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$3,000.00
Approved Requests:	$581.28
Budget Available:	$2,418.72
Current Requests:	$520.48
Budget Balance:	$1,898.24

Reviewed by: S. Thomas
Date: 7/6/2016
cc: Finance Director / Buyer

26-4

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 9

AGENDA
JUL 18 2016

Date: June 30, 2016
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 30, 2016 Return Date: September 30, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Latest Developments in Gov & NFP Accounting & Auditing for 2016
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. ______
2. ______ 5. ______
3. ______ 6. ______

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ] ______

Total (est.) Cost: $250.00 Advance Registration Required: $250.00
Department Name: Finance Department Fund Name: General
Additional Comments:

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

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $250.00 and advance registration of $250.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$3,000.00
Approved Requests:	$581.28
Budget Available:	$2,418.72
Current Requests:	$770.48
Budget Balance:	$1,648.24

______
Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 7/6/2016
cc: Finance Director / Buyer

26-5

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 51

AGENDA
JUL 18 2016

Date: June 30, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: July 21, 2016 Return Date: May 11, 2017
Conference Leave (Days / Hours): 11 Days
Purpose of Travel: attend Leadership Montgomery Legacy Class XXXIII
Class meets one day a month.

Traveler (s) Name: 1. Sherri Taylor 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ]
Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $1,875.00 Advance Registration Required: $1,875.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments:

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the approximate amount of $1,875.00 and advance registration of $1,875.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$26,100.00
Approved Requests:	$19,194.45
Budget Available:	$6,905.55
Current Requests:	$2,175.00
Budget Balance:	$4,730.55

Reviewed by: S. Thomas
Date: 6/30/2016
cc: Finance Director / Buyer

26-6

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 52

AGENDA
JUL 18 2016

Date: July 11, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Florence, AL
Departure Date: September 25, 2016 Return Date: October 1, 2016
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attends SLEDS class

Traveler (s) Name:
1. Juan Jerry
2. Jorge Crawford
3.
4.
5.
6.

Check Mode of Transportation: County Vehicle [X] Private Vehicle [ ] Commercial Air [ ] Other (Specify) [ ]

Total (est.) Cost: $3,400.00 Advance Registration Required: $700.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments:

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $3,400.00 and advance registration of $700.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$21,099.80
Budget Available:	$3,900.20
Current Requests:	$3,400.00
Budget Balance:	$500.20

Reviewed by: S. Thomas
Date: 7/12/2016
cc: Finance Director / Buyer

26-7

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 10

AGENDA

JUL 18 2016

Date: July 11, 2016

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL

Departure Date: October 18, 2016 Return Date: October 21, 2016

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Alabama Jail Association Fall Conference

Traveler (s) Name:

1. Wanda Robinson
2. Etta Matthews
3. Tamberly Garner
4. Rodney Brooks
5. Carlos Parks
6. Brent Talley, Martinez Tolbert

Check Mode of Transportation: County Vehicle [x] Commercial Air [ ] Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $4,500.00 Advance Registration Required: $295.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: **All Expense will be incurred in the 2017 Budget**

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $4,500.00 and advance registration of $295.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52200-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,000.00
Approved Requests:	$11,086.20
Budget Available:	$3,913.80
Current Requests:	$0.00
Budget Balance:	$3,913.80

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/12/2016

cc: Finance Director / Buyer

26-8

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 18

AGENDA
JUL 18 2016

Date: July 6, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: AUM

Departure Date: July 15, 2016 Return Date: July 15, 2016

Conference Leave (Days / Hours): 4 hours 8-12

Purpose of Travel: Attend the Substance Abuse and Special Populations conference

Traveler (s) Name:
1. Warren Brantley
2. Linda Parsley-Engle
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $90.00 Advance Registration Required:

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

Additional Comments:

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $90.00 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	001-52603-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,000.00
Approved Requests:	$4,228.99
Budget Available:	$6,771.01
Current Requests:	$90.00
Budget Balance:	$6,681.01

Reviewed by: S. Thomas
Date: 7/6/2016
cc: Finance Director / Buyer

26-9

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 19

AGENDA
JUL 18 2016

Date: July 6, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery Renaissance Convention Center
Departure Date: August 12, 2016 Return Date: August 12, 2016
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Attend Turning the Corner for Children Conference
Sponsored by Alabama Dept. of Early Childhood Education

Traveler (s) Name:
1. Beverly Riddle Wise
2. LaVennia Anthony
3. Rhonda Wimbley
4. Ann Sikes
5.
6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [XX] Other (Specify) [ ]

Total (est.) Cost: $120.00 Advance Registration Required: $120.00
Department Name: Youth Facility Fund Name: 001-52603-265
Additional Comments:

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $120.00 and advance registration of $120.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	001-52603-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,000.00
Approved Requests:	$4,228.99
Budget Available:	$6,771.01
Current Requests:	$210.00
Budget Balance:	$6,561.01

Reviewed by: S. Thomas
Date: 7/6/2016
cc: Finance Director / Buyer

26-10

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 20

AGENDA
JUL 18 2016

Date: July 11, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: September 27, 2016 Return Date: September 30, 2016
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Attend Annual Juvenile Probation Officers Conference

Amanda Ashurst, Ashlee London, Tyrone Anderson, Jamie Burnett

Traveler (s) Name:
1. Bruce Howell
2. Shannon Silva
3. Ray Williams, Preston Frazier
4. Natalie Mason
5. Jeannie Tapley, Wade Morgan
6. Sherunda Anthony

Check Mode of Transportation:

County Vehicle	XX	Commercial Air	
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $6,000.00 Advance Registration Required: $1,200.00
Department Name: Youth Facility Fund Name: 001-52603-265
Additional Comments:

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $6,000.00 and advance registration of $1,200.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52603-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,000.00
Approved Requests:	$4,228.99
Budget Available:	$6,771.01
Current Requests:	$6,210.00
Budget Balance:	$561.01

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 7/12/2016
cc: Finance Director / Buyer

26-11

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 17

AGENDA
JUL 18 2016

Date: July 11, 2016
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Management
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, Alabama
Departure Date: August 5, 2016 Return Date: August 7, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the Blue Cross Blue Shield Advisory Council Meeting

Traveler (s) Name: 1. Scott Kramer 2. 3. 4. 5. 6.

Check Mode of Transportation: County Vehicle [ ] Private Vehicle [XX] Commercial Air [ ] Other (Specify) [ ]

Total (est.) Cost: $0.00 Advance Registration Required: $0.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: **** All expenses will be paid by Blue Cross Blue Shield ****

To: Scott Kramer, Risk Management
From: Donald L. Mims, Administrator
The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	007-51120.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,000.00
Approved Requests:	$4,707.92
Budget Available:	$10,292.08
Current Requests:	$0.00
Budget Balance:	$10,292.08

Reviewed by: S. Thomas
Date: 7/13/2016
cc: Finance Director / Buyer

26-12

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

AGENDA
JUL 18 2016

Date: June 23, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: July 21, 2016 Return Date: May 18, 2017
Conference Leave (Days / Hours): 11 Days
Purpose of Travel: Leadership Montgomery Legacy Class

Traveler (s) Name:
1. Calvin Johnson
2.
3.
4.
5.
6.

Check Mode of Transportation:
County Vehicle [ ]
Private Vehicle [X]
Commercial Air [ ]
Other (Specify) [ ]

Total (est.) Cost: $1,875.00 Advance Registration Required: $0.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Tuition due: $1875.00
FYI: Class will meet once per month from July 21, 2016-May 18, 2017
TOTAL EST. COST: $1875.00

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

The above request is app. 7/5/16 reimbursement of actual and necessary expenses in the approximate amount of $1,875.00 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$30,000.00
Approved Requests:	$11,958.19
Budget Available:	$18,041.81
Current Requests:	$2,710.48
Budget Balance:	$15,331.33

Reviewed by: S. Thomas
Date: 6/27/2016
cc: Finance Director / Buyer

26-13

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 24

AGENDA
JUL 18 2016

Date: July 12, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Kansas City, MO
Departure Date: September 18, 2016 Return Date: September 21, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: IPMA-HR International Training Conference and Expo 2016

Traveler (s) Name:
1. Robbie Estes
2. Cami Hacker
3. Mark Willis
4. Kaila Matney
5.
6.

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[X]
Private Vehicle	[ ]	Other (Specify)	[ ]

Total (est.) Cost: $8,008.00 Advance Registration Required: $2,596.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: Registration Fee: 2596.00 (649/person); Airfare: 1500.00; Food: 1000.00; Hotel: 2752.00; Taxi: 120.00; Tips: 40.00

To: Carmen Douglas, Director
From: Donald L. Mims, Administrator

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $8,008.00 and advance registration of $2,596.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	123-51961-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$21,000.00 **
Approved Requests:	$12,620.85
Budget Available:	$8,379.15
Current Requests:	$8,008.00
Budget Balance:	$371.15

Reviewed by: S. Thomas
Date: 7/12/2016
cc: Finance Director / Buyer

** Reflects Personnel BC#4 to increase travel budget by $3,000 on 7/18/16 agenda.

2614

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 8

AGENDA
JUL 18 2016

Date: July 11, 2016

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: August 7, 2016 Return Date: August 9, 2016

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Bankruptcies, Collections, Exemptions Class

Traveler (s) Name:
1. Jacinta Herbert - Lard
2. Shuntal Williams
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	XX	Other (Specify)	[ ]

Total (est.) Cost: $2,644.28 Advance Registration Required: $350.00

Department Name: Revenue Commission Fund Name: 755-51500.265

Additional Comments:

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 7/18/16 reimbursement of actual and necessary expenses in the approximate amount of $2,644.28 and advance registration of $350.00 is authorized.

To be completed by the Finance Department		
Fund Code:	755-51500.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$4,250.00	
Approved Requests:	$0.00	
Budget Available:	$4,250.00	
Current Requests:	$2,644.28	
Budget Balance:	$1,605.72	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 7/11/2016

cc: Finance Director / Buyer

26-15

Revised October 12, 2005

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Administrator Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY	**4. Amount of:**	**5. Effective Dates**	**6. Award Number:**
2014	Federal: $17,000 Total: $17,000	Begin: 7/15/2016 End: 8/22/2016	4BAL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2014 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

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

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

Initial Here DC
22.2

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

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

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

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

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

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

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

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

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

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

Initial Here DC
27.3

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

14. Property Management Requirements:

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

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

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

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

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

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

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

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

Initial Here DC 27-4

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Initial Here DC 275

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

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

Initial Here DC 27-16

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

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

32. Metropolitan Medical Response System (MMRS):

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

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

Initial Here DC 27-7

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

34. Overtime and Backfill: Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

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

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

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

36. Special Instructions: N/A

Initial Here DC 22-8

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

CERTIFICATION BY THE ADMINISTRATOR

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

Name: Derrick Cunningham

Title: Sheriff

Agency Address: 115 S. Perry St. Montgomery AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: Date: 7.15.16

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.

Title: Chairman

Agency Address: 100 S. Lawrence St. Mtgy. AL 36104

Phone Number:

Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Stan Stabler

Title: Secretary, Alabama Law Enforcement Agency

Signature: Elton N. Dean, Sr. Date:

Initial Here DC

279

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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

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

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

Initial Here DC 27.10

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial Here DC 27-11

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period: Beginning ____ Ending ____

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

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

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

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

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

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

Form Completed By
Name: Elton N. Dean, Sr Title: Chairman

Signature: Elton N. Dean, Sr

Initial Here DC

2212

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 71

DEPARTMENT:	County Comm Appropri	REVIEWED:	S. Thomas	7/19/2016
DATE:	7/19/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Co Board of Education	001-58100.498	0	8,000	8,000
Donation Revenue	001-40000.47701	(419,200)	(8,000)	(427,200)
	TOTAL	(419,200)	0	(419,200)

JUSTIFICATION:

To provided funding to the Montgomery County Board of Education for the "Montgomery Public School Kickoff Classic" for Alabama State University stadium utilization.

28-1

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 72

DEPARTMENT:	County Comm Appropria	REVIEWED:	S. Thomas	7/19/2016
DATE:	7/19/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Cooperative Extension System	001-58200.498	0	2,500	2,500
Donation Revenue	001-40000.47701	(427,200)	(2,500)	(429,700)
	TOTAL	(427,200)	0	(427,200)

JUSTIFICATION:

To provided funding for the 2016 Successful Aging Initiative Conference.

29-1

AGENDA

JUL 18 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 73

DEPARTMENT:	County Comm Appropri	REVIEWED:	S. Thomas	7/19/2016
DATE:	7/19/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Newtown Mission	001-56701.498	0	5,000	5,000
Donation Revenue	001-40000.47701	(429,700)	(5,000)	(434,700)
	TOTAL	(429,700)	0	(429,700)

JUSTIFICATION:

To provided funding for Missing and Exploited Individual Awareness.

30-1

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, August 1, 2016, at 8:00 in the morning.

Donald L. Mims
Administrator

Elton N. Dean, Sr.
Chairman