

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
JUNE 15, 2015

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:11 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 and items on the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Hall requested a \$2,500 miscellaneous appropriation from his account to the Town of Pike Road for the 2015 Summer Fest.

Vice Chairman Harris requested a \$500 miscellaneous appropriation from his account to the City of Montgomery to be used by BONDS to support Carriage Hills Neighborhood Association for the “National Night Out” event.

Chairman Dean requested a \$2,125 miscellaneous appropriation from his account to Alabama State University Foundation, Inc., for the Summer Kids/Youth Skycap College Adventure Program.

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

Commissioner Williams briefed the Commission regarding a request from the Cleveland Avenue YMCA for Youth Programs. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$3,000 to the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR LYNN BESHEAR WITH ENVISION 2020, EXECUTIVE DIRECTOR HENRY PARKER AND CUSTODY TO TRANSITION CASE MANAGER ANTHONY GLENN WITH THE MONTGOMERY MENTAL HEALTH AUTHORITY, CONSULTANT LINNEA CONELY WITH AUBURN MONTGOMERY OUTREACH AND CO-CHAIRMAN BOB ASHURST WITH HEALTHY MINDS NETWORK

Executive Director Lynn Beshear with Envision 2020, Executive Director Henry Parker and Custody to Transition Case Manager Anthony Glenn with the Montgomery Mental Health Authority, Consultant Linnea Conely with Auburn Montgomery Outreach and Co-Chairman Bob Ashurst with Healthy Minds Network. Ms. Conely briefed the Commission regarding expanding the post-incarceration case management program. Mr. Glenn briefed the Commission regarding the case management of the cases. Mr. Parker requested funding in the amount of \$100,000 for a case manager and informed the Commission that the City of Montgomery would fund \$60,000 if the County agrees to fund \$40,000.

Ms. Conely requested that the Commission adopt a Resolution regarding Stepping Up Initiative to reduce the number of people with mental illnesses in jails. After discussion, the Commission agreed to waive rules and add this Resolution to the agenda.

PRESENTATION BY HONORABLE CHARLES PRICE

Honorable Charles Price briefed the Commission regarding a Resolution authorizing the Petition to Annex certain County-owned property into the corporate city limits of Montgomery, Alabama. After discussion, the Commission agreed to place the Resolution and Petition on the next agenda.

PRESENTATION BY ASSISTANT CHIEF PROBATE CLERK MALCOLM RICHARD

Assistant Chief Probate Clerk Malcolm Richard briefed the Commission regarding a Position Fill Request for Assistant Tag and License Supervisor, Position Number 750053056 and a Position Fill Request for Customer Service Clerk, Position Number 750016001 from the Probate Judge's Office. After discussion, the Commission agreed to place these requests on the next agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding an Authorization for Builder Hardware Allowance 2, Landscaping Allowance 1, General Contingency Allowances 5 and 6, and Change Order Number 2 to the Contract with Bear Brothers, Inc., for renovations to the Youth Facility. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Juvenile Court Administrator Bruce Howell informed the Commission that an Open House for the Youth Facility would be held on July 20, 2015 at 1:00 p.m.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding a Bid Award for network switches, Bid No. 51965-15B-018, a Bid Award for a security camera server, Bid No. 51965-15B-024 and a Bid Award for storage area network equipment, Bid No. 51965-15B-025 for Information Systems. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Mr. Ialacci mentioned that the Authorized User Agreement with Verizon Wireless was on the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake recommended approval a Supplemental Agreement Number 1 to Preliminary Engineering Agreement for resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway), a Bid Award for asphalt plant mix and a County Road Equipment Operator I Position Fill Request, which were on the agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims presented Budget Change Request Number 4 from the Personnel Department. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented five Agreements relative to the Downtown Environmental Alliance Project. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Deputy Administrator Cauthen briefed the Commission regarding Change Order Number 6 to the Agreement with Holley-Henley Builders, Inc., regarding renovations and alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defender's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley requested eight vehicles, six cars and two trucks, for the Appraisal Department field personnel during the 2016 budget year. After discussion, the Commission asked for Mr. Henley to make a presentation regarding this item during the upcoming budget hearings.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims presented a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4ATL (FY2014 - \$30,000) for the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with Chano & Son's for janitorial services (Contract #51901-14B-012). After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Vice Chairman Harris recommended that the County Maintenance Department cut the grass at the One Place Family Justice Center building. His fellow Commissioners agreed with this recommendation.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen presented Amendment Number 2 to Contract with Humphries Lawn Service for grass cutting services (Contract #51901-13B-019). After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Change Order Request Number 3 to Agreement with Russell Construction of Alabama, Inc., regarding County Courthouse Annex I, Third Floor renovations and alterations for the District Attorney and Child Support Offices. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY

District Attorney Daryl Bailey requested an allocation of two Investigator I positions from the General Fund. After discussion, the Commission agreed to place this item on the next agenda.

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 Commissioner Hall.

The Pledge of Allegiance was led by Vice Chairman Harris.

County 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 Tyrone C. Means and County Engineer George C. Speake.

Commissioner Walker made a motion to approve the Minutes of the Regular Meeting of June 1, 2015. 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.

Commissioner Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Hall 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

SHERIFF'S OFFICE – PUBLIC HEARING REGARDING APPLICATION TO THE DEPARTMENT OF JUSTICE, FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR FISCAL YEAR 2015

PUBLIC HEARING NOTICE

The Montgomery Police Department and Montgomery County Sheriff's Office will be holding a public hearing to discuss application to the Department of Justice, Justice Assistance Grant for the FY2015. The City Council will meet in the Council Auditorium of City Hall, 103 North Perry Street at 5:00 P.M. on Tuesday, June 16, 2015. The Montgomery County Commission will meet on the first floor of the Montgomery County Administration Building, Courthouse Annex III, 101 S. Lawrence Street. The meeting will begin at 9:30 A.M. in the Commissioner's Court on Monday, June 15, 2015. Anyone wishing to comment may do so at these times.

End of Public Hearing Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding application to the Department of Justice, for the Edward Byrne Memorial Justice Assistance Grant for fiscal year 2015. No one addressed the Commission and Chairman Dean closed the Public Hearing.

NEW BUSINESS

SHERIFF'S OFFICE – APPROVED GRANT APPLICATION AND APPROVED RELATED INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF MONTGOMERY FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR FISCAL YEAR 2015

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

MEMORANDUM

Date: 06-11-15

To: Mr. Donnie Mims

From: Sheriff D. Cunningham

Subject: 2015 Edward Byrne Memorial Justice Assistance Grant

As you are aware on 05-14-15, the Sheriff's Office advised the County Commission of our intent to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) for the 2015 fiscal year. I would like to place the approval of the Interlocal Coop Agreement along with the public hearing for comments on agenda of the next County Commission Meeting, Monday, June 15th, 2015. I have attached a copy of the ad that will be sent to the Montgomery Advertiser which will run on Friday, June 12th, 2015.

/s/ Sheriff D. Cunningham

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve grant application and related Interlocal Cooperation Agreement. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Public Hearing Notice, Memorandum, and Agreement, Agenda Pages 1-2 through 1-10, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED SUPPLEMENTAL AGREEMENT NUMBER 1 TO PRELIMINARY ENGINEERING AGREEMENT FOR RESURFACING VAUGHN ROAD FROM SR-271 (TAYLOR ROAD) TO SR-110 (CHANTILLY PARKWAY)

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

May 27, 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Supplemental Agreement No. 1 to the Preliminary Engineering (PE) Agreement for Resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of Supplemental Agreement No. 1 to the agreement, between Volkert, Inc. and Montgomery County, for Preliminary Engineering (PE) on the above referenced project. This Supplemental Agreement is a no cost, one year time extension to the original agreement that will expire on August 18, 2015.

This is for your information, review and further handling. If you should have any question, please contact, James Kelley at 832-1342.

Attachments

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 Letter and Agreement, Agenda Pages 2-2 through 2-4, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED AUTHORIZED USER AGREEMENT WITH VERIZON WIRELESS

Administrator Mims presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: Donnie Mims

From: Lou Ialacci

Cc: Florence Cauthen, Sheriff Cunningham

Date: May 23, 2015

RE: Verizon New Contract for Legal Opinion and Discussion

Verizon Wireless has invoked language in our current GSA contract that has significant ramifications to the County and more specifically to the Sheriff's Office and all Public Safety. The change has reduced data usage from "unlimited" to a monthly fixed amount (5 GB) that can be transmitted over the Verizon network. This impacts all patrol and other public safety vehicles and personnel. The network is used for Automated Vehicle Location (AVL) systems, vehicle cameras, automated driver's license lookup, National Crime Information Center (NCIC), soon to be installed body cameras, and the online Sheriff's Office management systems used in the field.

Verizon is requiring that the County enter into a new contract with them to avoid the restrictions in the current contract. This change by Verizon is affecting all their customers on the GSA contract. I have had several meetings with the Verizon representatives about the changes and unfortunately the new contract is our best alternative. Verizon continues to be the best provider of coverage for the entire county at this time. I think this is very unfair of Verizon and I have not been able to get a satisfactory answer as to why they are doing this.

I am requesting the County Attorney review the attached documents before I submit them to the Commission for their approval. The attached contract has been approved and awarded to Verizon by the State of Alabama. The pricing terms and all other administrative areas will remain the same for our account. The biggest effort will be required of the IT department when we have to move all our accounts from the current Verizon contract to the new one.

I would also like to brief the Commissioners in the June 1, 2015 work session about this situation. This would then make it possible, subject to the attorney's approval, to put the new contract on the formal agenda for June 15, 2015.

Thank you for your assistance and cooperation on this matter.

Lou

End of Memorandum

Commissioner Williams made a motion to approve Authorized User Agreement with Verizon Wireless. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Agreement and Attorney Gallion's Opinion, Agenda Pages 3-2 through 3-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

June 15, 2015

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 contract:

NC-2015-106: City of Montgomery, to be used by BONDS to Support the Brighton Area Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the Following Miscellaneous Appropriations Reprogramming Requests be added and his fellow Commissioners concurred:

NC-2015-107: Town of Pike Road, for 2015 Summer Fest - \$2,500; (Hall)

NC-2015-108: City of Montgomery, to be used by BONDS to Support Carriage Hills Neighborhood Association, for the "National Night Out" Event - \$500; (Harris)

C-2015-74: Alabama State University Foundation, Inc., for the Summer Kids/Youth SkyCap College Adventure Program - \$2,125; (Dean)

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

ENGINEERING DEPARTMENT – APPROVED BID AWARD FOR PLANT MIX, BID NO. 53000-15B-021

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

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager

Date: May 27, 2015

Re: Invitation to Bid No. 53000-15B-021
Plant Mix

Request approval of award on the above referenced Invitation to Bid, to the low bidder , MidSouth Paving, Inc. in the amount \$241.75, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

This will be a one (1) year contract, with the option to renew for two (2) years in one year periods. A price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer and James Kelley, Assistant County Engineer.

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. (Copy of Spreadsheet, Agenda Page 5-2, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD FOR AIR FILTERS AND SERVICE,
BID NO. 51901-15B-023

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

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager

Date: May 28, 2015

Re: Invitation to Bid No. 51901-15B-023
Air Filters and Service

Request approval of award on the above referenced Invitation to Bid, to the low bidder, Filter Service Company, Inc., in the amount \$22,769.35, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

This will be a one (1) year contract, with the option to renew for two (2) years in one year periods. A price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Pat Litchfield, Plant Maintenance Engineer.

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 3% Local Bid Preference Calculation Sheet, Spreadsheet, and Copy of Bid Law Section 41-16-50, Agenda Pages 6-2 through 6-5, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD FOR GARBAGE COLLECTION
SERVICE FOR COUNTY BUILDINGS, BID NO. 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: May 28, 2015

Re: Invitation to Bid No. 51901-15B-022
Garbage Collection Service for County Buildings

Request approval of award on the above referenced Invitation to Bid, to Advanced Disposal Services Alabama, LLC for item number 2, 5, 8 and 11 for the amount \$4,428.00, based on unit pricing; Alabama Dumpster Service LLC for item number 4 for the amount of \$1,041.60, based on unit pricing and to Sea Coast Disposal Inc., for items number 1, 3, 6, 7, 9, 10, 12 and 13A for the amount of \$54,965.76, based on unit pricing. (Copy of spreadsheet attached.)

Award of the bid on an item by item basis resulted in a savings of \$2,622.00.

This will be a one (1) year contract, with the option to renew for two (2) years in one year periods. A price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Pat Litchfield, Plant Maintenance Engineer.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Pages 7-2 and 7-3, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

Administrator Mims presented the following memorandum:

June 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on June 1, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 51
- (2) Clerk II, Position Number 237

I am requesting approval of these items.

Attachments

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. (Copies of Position Fill Requests, Agenda Pages 8-2 and 8-3, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST FOR COUNTY ROAD EQUIPMENT OPERATOR I, POSITION NUMBER 630551026

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

May 21, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Position Fill for County Road Equipment Operator I

It is requested that we be permitted to fill a recently vacated County Road Equipment Operator I (CREO I) (tractor driver) position at our District III maintenance facility in Ramer. This vacancy resulted from the recent promotion of an existing CREO I to a CREO II (truck driver) vacancy that was created due to the January 1, 2015, retirement of Mr. Essex Williams. Please recall the CREO II promotional position fill was approved at the May 18, 2015, Commission meeting.

This position will be filled by promoting from within and will not involve any new hires. Funding for this position is already included in our current FY 2015 budget.

Forwarded herewith is the position fill request form pertaining to this County Road Equipment Operator I vacancy for placement on the nearest possible Montgomery County Commission meeting agenda. Thank you for your assistance with this matter.

Attachment

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. (Copy of Position Fill Request, Agenda Page 9-2, is attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED ABOLISHMENT OF PERSONNEL
TECHNICIAN CLASSIFICATION

Administrator Mims presented the following memorandum:

June 11, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Abolishment of Personnel Technician Classification

The Montgomery County Commission, at its meeting on June 1, 2015, agreed to place on the next agenda the abolishment of a Personnel Technician Classification.

I am requesting approval of this item.

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. (Copy of Memorandum, Agenda Page 10-2, is attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED ESTABLISHMENT AND
RECLASSIFICATION OF PERSONNEL ASSOCIATE CLASSIFICATION (CO0191), PAY
GRADE A07

Administrator Mims presented the following memorandum:

June 11, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Establishment and Reclassification of Personnel Associate Classification

The Montgomery County Commission, during their meeting on June 1, 2015, agreed to place on the next agenda the establishment of a Personnel Associate classification (CO0191), Pay Grade A07 with the Montgomery City/County Personnel Department and the reclassification of Margaret Broekhoven from Personnel Technician to Personnel Associate, effective the first full pay period following approval by City/County Personnel.

I am requesting approval of these items.

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. (Copy of Memorandum, Agenda Page 11-2, is attached to these Minutes.)

TAX AND AUDIT DEPARTMENT – APPROVED POSITION FILL REQUEST FOR
REVENUE AUDITOR, POSITION NUMBER 810118007

Administrator Mims presented the following memorandum:

June 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Tax and Audit Department

The Montgomery County Commission, at its meeting on June 1, 2015, agreed to place a Position Fill Request for Revenue Auditor, Position Number 810118007, on the next agenda for the Tax and Audit Department.

I am requesting approval of this item.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 12-2 and 12-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Support Services	Request Number 2
2. Sheriff's Office	Request Numbers 32 and 33
3. Detention Facility	Request Number 13
4. Emergency Mgmt. Comm. District Board	Request Number 7

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 13-1 through 13-5, 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:

PERSONNEL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 4

Administrator Mims requested approval of Budget Change Request Number 4, Personnel Department.

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 Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING STEPPING UP INITIATIVE TO REDUCE THE NUMBER OF PEOPLE WITH MENTAL ILLNESSES IN JAILS

Administrator Mims presented the following memorandum:

June 11, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
 County Administrator

SUBJECT: Resolution regarding Stepping-Up Initiative to Reduce the Number of People with Mental Illnesses in Jails

Executive Director Lynn Beshear with Envision 2020 and Executive Director Henry Parker with the Montgomery Area Mental Health Authority will be making a presentation regarding Post-Incarceration Case Management of the Mentally Ill at Monday's meeting and after briefing you concerning this issue they will be requesting that we waive rules and add the attached Resolution to the agenda.

Should you have any questions, please contact me.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution, Stepping-Up Initiative Outline, Stepping-Up Initiative Article and Email, Agenda Pages 15-2 through 15-10, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION FOR BUILDER HARDWARE ALLOWANCE 2, LANDSCAPING ALLOWANCE 1, AND GENERAL CONTINGENCY ALLOWANCES 5 AND 6, AND APPROVED CHANGE ORDER NUMBER 2 TO THE CONTRACT WITH BEAR BROTHERS, INC., FOR RENOVATIONS TO THE YOUTH FACILITY

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

June 10, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Youth Facility Allowances and Change Order #2

Attached is a request from Seay, Seay & Litchfield to authorize Builder Hardware Allowance 2, Landscaping Allowance 1, and General Contingency Allowances (“GCA”) 5 and 6 and to approve Change Order #2 to the contract with Bear Brothers, Inc., which will reduce the final contract amount by \$18,716.88.

Original Contract Amount			\$3,478,900.00
Unused unit prices	(15,939.00)		
Unused Allowances	(2,745.38)		
Credits from Bear	(25,872.50)		
GCA 5 and 6		25,840.00	
Change Order #2			(18,716.88)
Final Contract Amount			\$3,460,183.12

The major items included in GCA 5 and 6 are sealcoat and re-stripe parking lot, an upgrade to security cameras in the lobby area, and changes in the kitchen equipment.

I recommend that the Commission waive rules to authorize Builder Hardware Allowance 2, Landscaping Allowance 1, and General Contingency Allowances 5 and 6 and to approve Change Order #2 to the contract with Bear Brothers, Inc., which will reduce the final contract amount by \$18,716.88.

End of Memorandum

Commissioner Williams made a motion to approve the recommendation. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Letter, Agenda Page 16-2, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD FOR NETWORK SWITCHES, BID NO. 51965-15B-018

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 9, 2015

Re: Invitation to Bid No: 51965-15B-018
Network Switches

I have been advised that Triton Datacom Technology the low bidder of item 1 in the amount of \$29,950.00 cannot provide this item in its entirety, refurbished as quoted in the above referenced Invitation to Bid to Montgomery County Information Systems.

I recommend that the commission waive rules and accept the next low bidder of item 1, Function 5 Technology, in the amount of \$30,950.00, at the meeting on June 15, 2015. (Copy of spreadsheet attached.)

Coordination of award made with Larry Kennedy, Information Systems Manager.

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. (Copies of Spreadsheet and Email, Agenda Pages 17-2 through 17-14, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD FOR SECURITY CAMERA SERVER, BID NO. 51965-15B-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: June 10, 2015

Re: Invitation to Bid No. 51965-15B-024
Security Camera Server

Request that rules be waived to approve award on the above referenced Invitation to Bid to the second lowest bidder, Dell Marketing, L.P., in the amount of \$29,078.76, be placed on the agenda for the County Commission meeting on June 15, 2015. The lowest bidder, CRV Surveillance, LLC, stated "their original proposal price in the amount of \$27,981.45 was incorrect." Therefore, CRV Surveillance, LLC was disqualified for not honoring their original proposal. (Copy of spreadsheet attached.)

Coordination of award made with Larry Kennedy, Information Systems Manager.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Pages 18-2 through 18-5, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD FOR STORAGE AREA
NETWORK EQUIPMENT, BID NO. 51965-15B-025

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 9, 2015

Re: Invitation to Bid No. 51965-15B-025
Storage Area Network Equipment

Request that rules be waived to approve award on the above referenced Invitation to Bid to the lowest bidder, Save Systems, Inc., in the amount of \$49,950.00, be placed on the agenda for the County Commission meeting on June 15, 2015 (Copy of spreadsheet attached.)

Coordination of award made with Larry Kennedy, Information Systems Manager.

Attachment

End of Memorandum

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 Spreadsheet, Agenda Pages 19-2 through 19-4, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED FIVE AGREEMENTS RELATIVE TO THE DOWNTOWN ENVIRONMENTAL ALLIANCE PROJECT

Administrator Mims presented the following memorandum:

June 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Downtown Environmental Alliance Agreements

During the June 1, 2015 County Commission meeting, County Attorney Thomas T. Gallion, III and Director of Risk Management Scott Kramer briefed the Commission regarding a public-private partnership that was formed over three years ago to address the environmental issues in Downtown Montgomery. They explained that Chairman Dean and Mr. Kramer have represented the County's interests through several meetings during this time period. In addition, Attorney Gallion and Attorney Walker attended some of these meetings in the past. In the last few weeks, the EPA has tentatively agreed based on certain conditions to defer or transfer this case for ADEM to manage. CH2M Hill has assisted to facilitate the expert technical aspects of the Downtown Environmental project.

During the meeting, the following agreements were presented:

- Site Participation Agreement – the agreement of the Alliance of the Downtown Assessment Project
- Past Costs Funding Agreement with EPA– the agreement of the negotiated sharing of EPA costs from each Alliance member

- Settlement Agreement for Site Response with ADEM
- Downtown Environmental Alliance Member Authorization - for the Mayor to execute the settlement agreement on behalf of the Alliance with ADEM
- Settlement Agreement for Recovery of Past Response Costs with EPA and the Settling Parties

After the briefing, Administrator Mims recommended that these five Agreements be considered as waived rules items at the June 15, 2015 meeting. There was no objection to this recommendation and we will be discussing these waived rules items at Monday's Commission meeting.

End of Memorandum

Commissioner Walker made a motion to approve the five agreements relative to the Downtown Environmental Alliance Project. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Agreements, Agenda Pages 20-2 through 20-70, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 6 TO THE AGREEMENT WITH HOLLEY-HENLEY BUILDERS, INC., REGARDING RENOVATIONS AND ALTERATIONS TO THE MONTGOMERY COUNTY GREIL MANSION FOR THE MONTGOMERY COUNTY PUBLIC DEFENDER'S OFFICE

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

June 8, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Greil Mansion Renovations-Change Order #6

A \$40,000.00 security allowance was included in the original contract sum of \$354,585.00 for the renovation of the Greil Mansion. I hereby request that rules be waived to approve the attached Change Order #6 to move \$40,000.00 from the contract for payment of \$39,866.00 by the County to Norment Security Group, Inc., for installation of the Greil Mansion security equipment.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter and Change Order, Agenda Pages 21-2 through 21-6, are attached to these Minutes.)

**COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 35 FOR \$3,000 TO CLEVELAND AVENUE YMCA FOR YOUTH
PROGRAMS**

Administrator Mims requested approval of Budget Change Request Number 35, 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 22-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Neighborhood Association Vice President Mr. Lee Underwood and resident Ms. Marion Giles of the Lagos Del Sol neighborhood requested that the County Commission address a continuing drainage pipe problem in their neighborhood. They explained that the pipe is full of debris, and water backs-up. Commissioner Walker asked if the Engineering Department can take a look at it and get a cost estimate. Mrs. Giles also requested that a drainage ditch next to her home be cleaned out. After discussion, County Engineer George C. Speake was to look into the situation and report back to the County Commission. Mr. Underwood and Ms. Giles thanked the Commission for their time and for their assistance with the drainage issues in their neighborhood.

Chairman Dean asked Chief Deputy Kevin Murphy to introduce their new Grant Writer, Regina Walker. Chief Murphy stated that the Sheriff's Office is excited to have her with them. Ms. Walker said that she looks forward to getting grants and money for the Sheriff's Office.

Commissioner Hall welcomed Ms. Walker. He told the audience that litter has become a problem in the rural areas of Montgomery. He said that he has seen people throw their trash out of their cars and urged people to help keep the neighborhoods clean. He wished everyone a happy summer.

Commissioner Williams wished everyone a Happy Independence Day as the Commission will not meet again until July 6, 2015. He thanked Commissioner Hall for his prayer this morning for his fellow Commissioners, as the power of prayer works. He said Chairman Dean is still functioning and smiling even through his dilemma.

Chairman Dean said that Commissioner Walker is his warrior and a strong woman, who since the last County Commission meeting had major surgery and was still present today. He informed the audience that his mom and wife were both at the same hospital and that his wife had a stroke. He said that he believes in the power of prayer and asked everyone for their continued prayers.

Vice Chairman Harris told the audience good morning and to have a great summer.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY EXTENSION SERVICE COORDINATOR JIMMY SMITHERMAN

Extension Service Coordinator Jimmy Smitherman invited the Commission to a luncheon and presentation of the 2015 Annual Report for the Cooperative Extension Service on August 17, 2015.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the list of proposed partners for the Montgomery County 200th Birthday Celebration which will be held in 2016. The Commission discussed adding additional names and Mrs. Henry noted that the partners' list will continue to grow as more information is released to the public about the year-long event. She then discussed having a rotation whereby each commissioner will have a county commission meeting where a neighborhood from his or her district would be recognized for their contribution to Montgomery County. During that meeting, the Commissioner would also select the pastor who will lead the prayer and a group of students or an organization will lead the pledge. We would continue this throughout the celebration year, with each commissioner having five opportunities to welcome groups to the meeting from his or her district. She then passed out the forms and asked them to fill them out and return them to her, so that she can begin the planning. She noted that ACCA has requested that the commission present a resolution to Senator Ross to show appreciation for his support and for the favorable passing of the ACCA county local preference bill. The Commission agreed to present the resolution at the next commission meeting if Senator Ross was available. Lastly, she reviewed the calendar of upcoming events.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Position Fill Requests for Corrections Officer Sergeant, Position Number 160, Corrections Officer Corporal, Position Number 167, Corrections Officer Corporal, Position Number to be determined, Corrections Officer Trainee/Corrections Officer, Position Number to be determined and Corrections Officer Trainee/Corrections Officer, Position Number to be determined, from the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented Position Fill Requests for Deputy Sheriff Sergeant, Position Number 64, Deputy Sheriff Corporal, Position Number 163, Deputy Sheriff Corporal, Position Number to be determined, Deputy Sheriff Corporal, Position Number to be determined, Deputy

Sheriff Trainee/Deputy Sheriff, Position Number 21, Deputy Sheriff Trainee/Deputy Sheriff, Position Number 68, Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined and Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined. After discussion, the Commission agreed to place these items on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a draft proposed Invitation to Bid concerning the Courthouse Cafeteria. The Commission agreed to move forward with the bid.

Administrator Mims presented a schedule of upcoming Bids/Contract renewals for June – August 2015.

Administrator Mims presented the Revenue Reports for May 2015 from Tax and Audit Department.

Administrator Mims presented the Population Report for May 2015 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for May 2015 for Community Corrections.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on June 15, 2015, at 10:38 a.m. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

AGENDA

JUN 15 2015

06-15-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-29-15

Check Number	To	Check Number
253263		253309
Total Checks Paid		\$360,293.61

CHECK # PAYEE

253250-253262 VOIDED

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

AGENDA

JUN 15 2015

06-15-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-29-15

Check Number	To	Check Number
253310		253357
Total Checks Paid		\$148,026.71

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

AGENDA

JUN 15 2015

06-15-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-05-15

Check Number	To	Check Number
253358		253422
Total Checks Paid		\$120,792.70

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-05-15

Check Number	To	Check Number
253423		253524
Total Checks Paid		\$500,638.16

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
06/12/15

Payroll Check Number	122978	To	Payroll Check Number	123085	\$ 58,381.62
Direct Deposits					\$ 874,028.52
Payroll Check Number	123086	To	Payroll Check Number	123113	\$ 247,304.53
Direct Deposits					\$ 358,449.28
Federal Deposits					\$ 345,378.02
Total Payroll Paid					\$ 1,883,541.97

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

I'm planning to schedule this notice to appear in the Montgomery Advertiser on June 12, 2015.

PUBLIC HEARING

The Montgomery Police Department and Montgomery County Sheriff's Office will be holding a public hearing to discuss application to the Department of Justice, Justice Assistance Grant for the FY2015. The City Council will meet in the Council Auditorium of City Hall, 103 North Perry Street at 5:00 P.M. on Tuesday, June 16, 2015. The Montgomery County Commission will meet on the first floor of the Montgomery County Administration Building, Courthouse Annex III, 101 S. Lawrence Street. The meeting will begin at 9:30 A.M. in the Commissioner's Court on Monday, June 15, 2015. Anyone wishing to comment may do so at these times.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 15, 2015

MEMORANDUM

TO : Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : 2015 Edward Byrne Memorial Justice Assistance Grant

Please be advised that we are applying for the Edward Byrne Memorial Justice Grant (JAG Local) for the fiscal year of 2015. As required, we are notifying our local unit of government of our intention of applying for this grant along with the City of Montgomery. The total amount of this grant is \$65,763.00, which will be split with the City of Montgomery receiving 60% (\$39,458) of the grant and Montgomery County receiving 40% (\$26,305) of the grant. This grant requires no matching funds.

Please let me know if you have any questions.

DC/crv

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

WWW.MONTGOMERYSHERIFF.COM

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

1-3

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this _____ day of June 2015, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately \$26,305.20, which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$26,305.20 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2015 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administering Funds

The City agrees not to use any of the JAG Award for costs associated with administering the JAG Award. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Award consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MONTGOMERY, ALABAMA

City Clerk

By: _____

Mayor

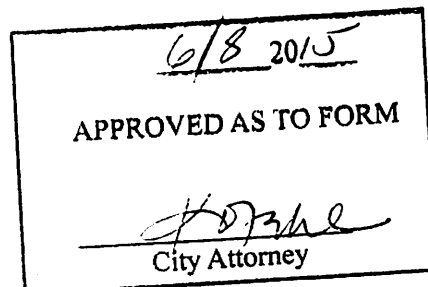
ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By: _____

Chairman, Montgomery County
Commission



5

ACKNOWLEDGEMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Todd Strange and Brenda Blalock whose names, as Mayor and City Clerk, respectively, of the City of Montgomery, are signed to the foregoing Agreement, and who are known to me, as such Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and the act of City of Montgomery.

Given under my hand and seal on this the ____ day of July, 2015.

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Elton N. Dean and Donald L. Mims whose names, as Chairman and County Administrator, respectively, of the County Commission of Montgomery County, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me, that being informed of the contents of said Agreement, they, as such Chairman and County Administrator, respectively, and with full authority, executed the same voluntarily for and the act of County Commission of Montgomery County, Alabama.

Given under my hand and seal on this the ____ day of July, 2015.

Notary Public

My commission expires: _____



Volkert, Inc.
3809 Moffett Road (36618)
P.O. Box 7434
Mobile, AL 36670-0434

Office 251.342.1070
Fax 251.342.7962
volkert@volkert.com

www.volkert.com

May 26, 2015

Mr. George G. Speake, P.E.
County Engineer
Montgomery County
100 S. Lawrence Street
Montgomery, AL 36104

SUBJECT: Volkert Project No. 435400.02 - Roadway Design Services for Vaughn Road Widening and Resurfacing, from Taylor Road to Chantilly Parkway, Supplemental Agreement No. 1

Dear Mr. Speake:

Please find attached a signed copy of the above referenced supplement. Please sign and return to us at your earliest convenience.

If you have any questions or concerns, please feel free to call.

Sincerely,

David M. Webber, P.E.
Senior Vice President
COO Gulf Design Region

DMW/ldj

Enclosures

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Pensacola, Tampa, Florida • Atlanta, Georgia
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Jackson, Mississippi • Jefferson City, Missouri
Raleigh, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee • Alexandria, Virginia • Washington, D.C.



**SUPPLEMENTAL AGREEMENT NO. 1
TO CONTRACT FOR PROFESSIONAL SERVICES
DATED FEBRUARY 18, 2014 BETWEEN
THE COUNTY OF MONTGOMERY, ALABAMA
AND VOLKERT, INC.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the ____ day of _____, 2015, by and between the **County of Montgomery, Alabama**, (hereinafter called the OWNER), and **Volkert, Inc.** (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the OWNER and the CONSULTANT entered into an Agreement on the 18th day of February, 2014 (Original Contract), whereby, the CONSULTANT is to provide all necessary professional services associated with Roadway Design Services for Vaughn Road Widening and Resurfacing, from Taylor Road to Chantilly Parkway in Montgomery County, all as more specifically set forth in said Agreement, and

WHEREAS, the OWNER now desires to proceed with additional services as described below.

WHEREAS, the CONSULTANT is agreeable to completing the required work for fees that are acceptable to the OWNER.

NOW THEREFORE, it is hereby agreed between the parties hereto that the Original Contract be supplemented as follows:

Scope of Work to be provided as follows:

NO CHANGE

Method of compensation to be as follows:

NO CHANGE

Time or beginning and completion of work to be as follows:

Contract Period shall be extended to August 18, 2016.

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year first above written.

COUNTY OF MONTGOMERY,
ALABAMA

Attest: _____
Name: _____
Title: _____

Name: _____
Title: _____

Federal Employer ID # (Corporation): _____

Social Security # (Individual): _____

Attest: *Laura D. Jackson*
Name: Laura D. Jackson
Title: Administrative Assistant

VOLKERT, INC. *David M. Webber*
Name: David M. Webber, P.E.
Title: Senior Vice President
COO / Gulf Design Region

THIS SECTION INTENTIONALLY LEFT BLANK.



WESTERN STATES CONTRACTING ALLIANCE #1907
AUTHORIZED USER AGREEMENT

Verizon Wireless ("Vendor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Contract for Services of Independent Contractor #1907 ("Contract") with an effective date beginning on April 16, 2012 through and including June 30, 2019 and any and all amendments and/or addenda thereto. Pursuant to the Contract, the State of **Alabama** has entered into a Participating Addendum ("PA") designating **Montgomery County Commission**, a government entity, not for profit entity or a private education entity as an authorized user ("Authorized User").

In accordance with the definitions, terms and conditions set forth in the Contract and/or PA, the authorized entity may purchase wireless services and products under the terms, conditions, and pricing established by the Contract and/or PA for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract and/or PA;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, PA, User Agreement, any and all amendments, addenda and schedules as the Customer may specify from time to time, as well as the terms and conditions of all calling plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User agrees to the terms and conditions of the WSCA Master Agreement including the disclosure of limited account information as part of the contractual reporting requirements to WSCA Administration and the participating state;
- (5) Authorized User will ensure that this User Agreement will be used only in support of government, not for profit or private education business;
- (6) The undersigned represents and warrants that he/she has the power and authority to execute this User Agreement, bind the respective Authorized User, and that the execution and performance of this User Agreement has been duly authorized by all necessary Authorized User action; and
- (7) The undersigned is duly authorized by the Authorized User to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Vendor to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, the Contract, the PA, and execute Customer Agreements for the lines of wireless service, subject to the additional terms and conditions therein.

Customer Address:
Customer Phone number:
Customer Email address:

Authorized Signature:
Name:
Title:
Date:

Data furnished in this document shall not be duplicated, used, disclosed in whole or in part for any purpose other than to evaluate the document. v.093014

3-2

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter "Contractor")**

And

**Participating Entity Name: State of Alabama
(hereinafter "Participating Entity")**

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize state/entity contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.

3. Intentionally Omitted.

4. Lease Agreements: **NONE**

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Street Address	515 E. Musser St, Suite 300
City, State, & Zip	Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Street Address	8350 East Crescent Pkwy, Attn: RJ Fenolio
City, State, & Zip	Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	rj.fenolio@verizonwireless.com

Participating Entity

Name	Michael A. Jones, State Purchasing Director
Street Address	100 N. Union Street, Suite 192
City, State, & Zip	Montgomery, AL 36130
Telephone	(334) 242-7250
Fax	(334) 242-4419
E-mail	Michael.Jones@purchasing.alabama.gov

6. Subcontractors:

NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: T302 and the Lead State price agreement number: 1907.

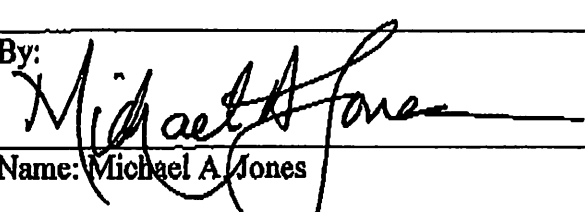
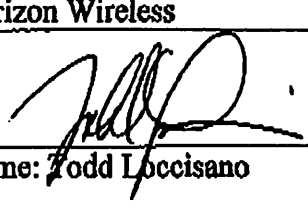
This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

Purposely Left Blank

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Alabama	Contractor: Celco Partnership d/b/a Verizon Wireless
By: 	By: 
Name: Michael A. Jones	Name: Todd Luccisano
Title: State Purchasing Director	Title: Executive Director, Enterprise and Government Contracts
Date: 8/15/14	Date: August 12, 2014

[Additional signatures as required by Participating State]

ADDITIONAL TERMS AND CONDITIONS TO PARTICIPATING ADDENDUM

For: The State of Alabama **Under the WSCA Master Agreement 1907**

Utilization Reports – Monthly

A utilization report shall be submitted to the Alabama Department of Finance, Division of Accounting and Administration for all state and local government entities purchases providing the following information:

The reports shall be in an Excel format. The reports will provide statistical data on all purchases made from the awarded contract by state and local procurement entities for the reported month. The reports shall be sent electronically (no hard copies required or permitted) to: telecom.admin@isd.alabama.gov. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement.

The report shall be detailed; broken down by line item and include the following data:

1. Contract Number
2. Reporting Month and Year
3. Agency or local government entity
4. Grand totals for each category above.
5. The Administrative Fee Dollar amount paid to the State each reported month.

ADMINISTRATIVE FEE – Monthly

The contractor shall submit a check, in addition to the utilization report, payable to the State of Alabama for the calculated administrative fee for an amount equal to one percent (1%) of total dollar amount for all sales made as stated above for a monthly period. The payment of the 1% Administrative Fee will reduce the generally available WSCA discount by 1% to all participants under this agreement. A report is due even when there is no activity. The administrative fee and utilization report will be made on or before the 20th day of each month for the prior month's transactions made. The administrative fee will represent a one time payment for all sales made in the prior month and as adjusted for error corrections associated with earlier month.

The administrative fee check should be submitted to the following address:

Alabama Department of Finance
Division of Accounting and Administration
P. O. Box 300658
Montgomery, AL 36130-0658

SPECIAL TERMS AND CONDITIONS

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

This contract/agreement shall not exceed the terms of the original contract nor shall it exceed five (5) years.

Contract vendor must be registered and maintain active registration with State Purchasing for the life of the contract. Registration may be completed by following the "Vendor Registration" link at www.purchasing.alabama.gov.

Contract vendor must comply with Beason-Hammon Alabama Taxpayer and Citizen Protection Act requirements.

Section 41-16-82, Code of Alabama 1975 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. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Contract vendor(s) should provide the in-state government sales representative's contact information as well as a secondary contact to include a phone number and email address. Any changes should be immediately presented to the Division of Purchasing.

Netbooks, Tablets, iPads and related equipment cannot be purchased from this contract; however agencies must utilize this contract to get service for these devices. Contract users cannot purchase push-to-talk devices and services for such devices from this contract per the Code of Alabama 41-16-27 as amended 2014-343.

The State of Alabama does not pay Federal, State or Local Excise Tax, E-911 tax, state or local sales tax. The State is required to pay the Alabama Mobile Telecommunications Services Tax, which is currently 6%.

Vendors will not require State agencies using this contract to sign any additional documents in order to receive service and/or equipment. A purchase order is the only document that will be submitted to the vendor.

MEMORANDUM**June 10, 2015**

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Authorized User Agreement with Verizon Wireless

I have reviewed your memorandum of June 4, 2015, and a memorandum from Lou Lalacci dated May 23, 2015. At the last county commission meeting Lou explained in great detail this contract and the problems therein.

However, as Lou stated then and has now restated in his memorandum, Verizon provides the best service. It is required under the Constitution of Alabama 1901 that the County provide for public health, safety, education, and general welfare of the citizens of Montgomery County. In that this is a vital communication system for the sheriff's department, and other related areas, I think it would be in the best interest of the citizens of Montgomery County for the Montgomery County Commission to enter into this contract with Verizon.

I am also of the opinion that the services provided for in the 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 Montgomery County cannot execute the agreement if it is the desire of the Montgomery County Commission.

50051-317

Purchasing Department

[illegible]

5-2

3% Local Bid Preference Calculation

Lowest Bid:

<u>Filter Service Company, Inc.</u>	\$22,769.35
-------------------------------------	-------------

3% Local Preference	<u>683.08</u>
----------------------------	----------------------

Maximum Awardable Amount	\$23,452.43
---------------------------------	--------------------

Montgomery County Vendor Bid:

<u>Filters Services of Alabama</u>	<u>\$28,369.53</u>
------------------------------------	--------------------

Award of bid:

<u>Filter Services Company, Inc.</u>	<u>\$22,769.35</u>
--------------------------------------	---------------------------

Purchasing Department

[illegible]

Notes:

- 41-16-57. Awarding of contracts generally; preference to be given to Alabama commodities, firms, etc., in contracts for purchase of personal property or contractual services; rejection of bids; records as to awarding of contract to be open to public inspection; maximum duration of contracts for purchase of personal property or contractual services.
- 41-16-58. Bond for faithful performance of contract may be required.
- 41-16-59. Assignment of contracts.
- 41-16-60. Conflicts of interest of members or officers of governing bodies or instrumentalities of counties, municipalities and certain state and local institutions generally; making of purchases or awarding of contracts in violation of article.
- 41-16-61. Institution of actions to enjoin execution of contracts entered into in violation of article.
- 41-16-62. Provisions of article not applicable to certain municipal contracts.
- 41-16-63. Provisions of article cumulative.

Section 41-16-50. Contracts for which competitive bidding required generally.

(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving seven thousand five hundred dollars (\$7,500) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of seven thousand five hundred dollars

(\$7,500) or more, made by or on behalf of any state trade school, state junior college, state college, or university under the supervision and control of the State Board of Education, the city and county boards of education, the district boards of education of independent school districts, the county commissions, the governing bodies of the municipalities of the state, and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder. Prior to advertising for bids for an item of personal property, where the county, a municipality, or an instrumentality thereof is the awarding authority, the awarding authority may establish a local preference zone consisting of either the legal boundaries or jurisdiction of the awarding authority, or the boundaries of the county in which the awarding authority is located, or the boundaries of the Standard Metropolitan Statistical Area (SMSA) in which the awarding authority is located. If no such action is taken by the awarding authority, the boundaries of the local preference zone shall be deemed to be the same as the legal boundaries or jurisdiction of the awarding authority. In the event a bid is received for an item of personal property to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where the county, a municipality, or an instrumentality thereof is the awarding authority, and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a) within the same county or adjoining counties, or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials,

7-2.

Notes Items 11, 12, 13A and 13B on next page

Purchasing Department

ABSTRACT FOR BIDS:										BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 51901-15B-022										Advanced Disposal Attn: Darryon Robinson 1121 Wilbanks Street Montgomery, AL 36108 Phone: 866-252-0458 Fax: 334-283-2670		Alabama Dumpster Service Attn: Landon Dansby P. O. Box 279 Hope Hull, AL 36043 Phone: 334-288-1500		Sea Coast Disposal, Inc. Attn: Matthew Brigrance 3461 Coosada Ferry Road Montgomery, AL 36111 Phone: 910-233-2862		TOTER NO BID		Prices paid for garbage collection the last 3 years; Waste Away (12) Advanced Disposal (11 & 13A)	
ISSUED: MAY 7, 2015																			
BID OPENED: MAY 20, 2015																			
SUPPORT SERVICES																			

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ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Correction's officer/Corrections Officer Trainee

Position Number 51

Proposed Effective Date May 26, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
☒ Open Competitive Register () Reemployment

Pay Grade Corrections Officer trainee \$29,244 Grade PCT
Corrections Officer - \$30,456- \$43,356 Grade PC1

Derrick Cunningham Date May 15, 2015
Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Clerk II

Position Number 237

Proposed Effective Date May 26, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
☒ Open Competitive Register () Reemployment

Pay Grade A02 Clerk II \$22,485-\$32,008

Derrick Cunningham Date May 13, 2015
Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering District 3

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

- | | |
|----------|----------------|
| 1. _____ | dept request |
| 2. _____ | admin review |
| 3. _____ | pers dept |
| 4. _____ | cert to admin |
| 5. _____ | dept selection |
| 6. _____ | final review |

1. Position Title CREO I

Position Number 630551026 (replacing Matthew Davis)

Proposed Effective Date June 8, 2015

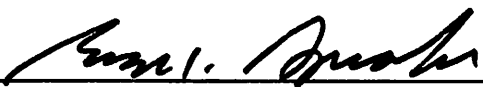
Type of Appointment (☒) Permanent () Temporary

Recruiting

- (☒) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade S04-1

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions


Department Head

Date 5/21/2015

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

MEMORANDUM

TO: Montgomery County Commission

FROM: Carmen Douglas 
Personnel Director

DATE: May 21, 2015

SUBJECT: New Position

In reviewing the Personnel Department's structure and organization, I am recommending the creation of a new classification and the abolishment of another classification.

I would like to create a new classification titled, Personnel Associate, at paygrade A7 (39,896 – 56,793) and abolish Personnel Technician at paygrade A6 (35,600 – 50,677). This recommendation is based on the implementation of new online employment software, which will create the transfer, deletion, and addition of duties for several positions.

Additionally, I would like to re-classify Margaret Broekhoven, currently in the Personnel Technician, to the new position, Personnel Associate.

Your consideration is greatly appreciated.

An Equal Opportunity Employer
www.montgomerypersonnel.com

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**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

MEMORANDUM

TO: Montgomery County Commission

FROM: Carmen Douglas 
Personnel Director

DATE: May 21, 2015

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Additionally, I would like to re-classify Margaret Broekhoven, currently in the Personnel Technician, to the new position, Personnel Associate.

Your consideration is greatly appreciated.

An Equal Opportunity Employer
www.montgomerypersonnel.com

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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

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: May 20, 2015

TO: Florence M. Cauthen, Deputy Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
05/20/2015

RE: **Comparative Summary – External Auditors and Staff Auditors**

During the Montgomery County Commission Information Session held on May 4, 2015 a request was made for comparative cost information to be presented at a future meeting specific to external auditor costs compared to internal staff auditor costs. This memo has been prepared in response to this request.

- The billing cost for the PRA Government Services, LLC d/b/a RDS external audit program was \$70.00 per hour plus reimbursement for travel expenses. Based on actual costs incurred for the FYTD through March 31, 2015, this equates to an approximate annualized cost of \$57,000. The cumulative rate of return for the RDS program from its inception in November 2010 through March 31, 2015 was approximately 1.27.
- The current billing cost for the RiverTree Systems, Inc. external audit program is \$75.00 per hour plus reimbursement for travel expenses. Based on actual costs incurred for the FYTD through March 31, 2015, this equates to an approximate annualized cost of \$41,000. The cumulative rate of return for this program for the November 2010 through March 31, 2015 period was approximately 3.91.
- The Revenue Auditor A07 merit position at Step 1 currently equates to a gross salary of \$39,896.00 annually. With benefit costs factored in, the annualized cost to add a new Revenue Auditor should equate to approximately \$55,000. Based on our historical rate of return of 3:1 or higher for audits, adding a new Revenue Auditor to our existing staff of three should equate to an increase in revenues of approximately \$165,000 or more annually.

In an effort to ensure both maximum cost efficiency and increased audit revenues, my recommendation is to continue utilizing the external audit services program with RiverTree Systems, Inc. in conjunction with moving forward to add another Revenue Auditor to our staff. As such, I respectfully request consideration and approval to have the attached Position Fill Request form placed on the agenda for the next Montgomery County Commission Meeting or at the earliest possible date thereafter. Please let me know if you have any questions or need anything further on this at this time. Thank you.

tah/attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Tax & Audit Department
DEPARTMENT HEAD: Terri Henderson, Revenue Manager
SUPERVISOR: Terri Henderson, Revenue Manager

- | | |
|----------|----------------|
| 1. _____ | dept request |
| 2. _____ | admin review |
| 3. _____ | pers dept |
| 4. _____ | cert to admin |
| 5. _____ | dept selection |
| 6. _____ | final review |

1. Position Title Revenue Auditor
Position Number 810118007
Proposed Effective Date 06-15-2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade A07 Step 1 \$39,896.00 Annual

Terri A. Henderson
Terri A. Henderson, Revenue Manager

Date 05-20-2015

Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____
() Payroll entered by _____

Date _____
Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

JUN 15 2015

Date: June 4, 2015
To: Donald L. Mims, Administrator
From: Myrtle Singleton, Purchasing Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hilton Garden Inn East, 1600 Interstate Park Dr., Montgomery, AL
Departure Date: August 27, 2015 Return Date: August 27, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Creative Leadership for Managers, Supervisors and Team Leaders

Traveler (s) Name: 1. Myrtle Singleton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$199.00 Advance Registration Required: \$199.00
Department Name: Support Services Fund Name: General

Additional Comments: _____

To: Myrtle Singleton, Purchasing Manager
From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$199.00 and advance registration of \$199.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51901.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,000.00</u>	
Approved Requests:	<u>\$256.00</u>	
Budget Available:	<u>\$1,744.00</u>	
Current Requests:	<u>\$199.00</u>	
Budget Balance:	<u>\$1,545.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/4/2015
cc: Finance Director / Buyer

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 32

AGENDA

JUN 15 2015

Date: June 1, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: College Station, Texas
Departure Date: Sunday, July 26, 2015 Return Date: Saturday, August 1, 2015
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend Enhanced Incident Management / Unified Command (MGT 314) Course

Traveler (s) Name: 1. Jon Briggs 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$825.00 Advance Registration Required: \$0.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: Department of Homeland Security is paying for certain travel expenses.

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$825.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$23,675.31</u>	
Budget Available:	<u>\$1,324.69</u>	
Current Requests:	<u>\$825.00</u>	
Budget Balance:	<u>\$499.69</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/3/2015
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

AGENDA

JUN 15 2015

Date: June 5, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: Friday, June 19, 2015 Return Date: Friday, June 19, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Guide to Grants Seminar

Traveler (s) Name: 1. Regina Walker 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00
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. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$23,675.31</u>
Budget Available:	<u>\$1,324.69</u>
Current Requests:	<u>\$875.00</u>
Budget Balance:	<u>\$449.69</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/8/2015

cc: Finance Director / Buyer

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Revised October 13, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

AGENDA

JUN 15 2015

Date: June 3, 2015

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dawsonville, GA

Departure Date: August 2, 2015

Return Date: August 3, 2015

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Investigating Using Social Media and the Internet

Traveler (s) Name: 1. Sgt. Rodney Brooks 4. _____
2. Sgt. Brent Talley 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$800.00 Advance Registration Required: \$398.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$800.00 and advance registration of \$398.00 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: \$12,585.56

Budget Available: \$2,414.44

Current Requests: \$800.00

Budget Balance: \$1,614.44

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/3/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA

JUN 15 2015

Date: June 8, 2015

To: Donald L. Mims, Administrator

From: Jane Riggs Brown

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: July 21, 2015

Return Date: July 22, 2015

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend AAND Workshop & AI-NENA Meeting

Traveler (s) Name: 1. Jane Riggs Brown 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$177.60 Advance Registration Required: \$100.00

Department Name: Emergency Management Board Fund Name: EMCDB

Additional Comments: Registration - \$100.00; Mileage - \$27.60; Meals -\$50.00

To: Jane Riggs Brown

From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$177.60 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

Fund Code: 784-51986.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$5,000.00

Approved Requests: \$2,565.25

Budget Available: \$2,434.75

Current Requests: \$177.60

Budget Balance: \$2,257.15

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/8/2015

cc: Finance Director / Buyer

135

JUN 15 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER #4

DEPARTMENT:	Personnel	REVIEWED:	S. Thomas	6/8/2015
DATE:	6/5/2015		Finance Director	Date
REQUESTED BY:	Carmen Douglas	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	123-51961.115	7,000	130	7,130
Professional Services	123-51961.307	15,000	(130)	14,870
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		22,000	0	22,000

JUSTIFICATION:

To adjust budget for overage in spending for Extra Help.



Resolution

Stepping Up Initiative to Reduce the Number of People with Mental Illnesses in Jails

June 15, 2015

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general population; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, Montgomery County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, the Healthy Minds Network is a collective impact initiative focused on improving access to mental healthcare in Montgomery County and the River Region, and has facilitated a successful post-incarceration case management program for people with a mental illness recently released from jail or prison, and has convened a Judicial and Law Enforcement task force to seek further solutions that will improve interactions among mental health consumers, law enforcement, and the courts; and

WHEREAS, through *Stepping Up* , the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation are encouraging public, private and nonprofit partners to reduce the number of people with mental illnesses in jails;

NOW, THEREFORE, LET IT BE RESOLVED, THAT WE the County Commissioners of Montgomery County: Elton N. Dean, Sr. (chair); Daniel Harris, Jr.; Ronda M. Walker; Jiles Williams, Jr.; and Andrew D. Hall do hereby sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in our state and across the country to support a national initiative and encourage all county officials, employees and residents to participate in *Stepping Up*. We resolve to utilize the comprehensive resources available through *Stepping Up* to:

- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails.
- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program, and case levels.
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community.
- Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers.
- Implement research-based approaches that advance the plan.
- Create a process to track progress using data and information systems, and to report on successes.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 15th day of June, 2015.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN DANIEL HARRIS, JR.

COMMISSIONER ANDREW D. HALL

COMMISSIONER RONDA M. WALKER

COMMISSIONER JILES WILLIAMS, JR.

Imagine: “Jail as a Last Resort” for the Mentally Ill in the City and County of Montgomery, Alabama

May 20, 2015

- Welcome and Introductions (Lynn Beshear)
- Opportunity 1: Pass the Stepping Up Resolution to reduce the number of people with mental illness in jails
- Opportunity 2: Expand the Post-Incarceration Case Management (PICM) Program
- Opportunity 3: Engage the Healthy Minds Network Judicial and Law Enforcement Task Force to answer the question “What does jail as a last resort for the mentally ill look like in Montgomery?”
- Next Steps

Opportunity 1: Pass the Stepping Up Resolution to Reduce the Number of People with Mental Illness in Jail

Pass the Stepping Up Resolution Initiative through the City and County

- All counties that pass the resolution by July 1, 2015 will be recognized at the July 10 National Association of Counties Annual Conference in Mecklenburg/Charlotte, NC.
- The Stepping Up Initiative can provide national support for our local initiative and the potential for funding in 2016.

Opportunity 2: Expand the Post-Incarceration Case Management Program

Background of the PICM Program

- In 2014, the Healthy Minds Network created a demonstration project – Post Incarceration Mental Health Case Management - to identify individuals in State Prison being released on Community Corrections supervision, as well as Montgomery Municipal Jail and Montgomery County Jail detainees being released, either under supervision or directly to the community, who have continuing (post incarceration) mental healthcare needs.
- The case manager, Anthony Glenn, works directly with his clients to meet their needs for: housing, food, job placement (according to each client's ability to work), appointments at the Mental Health Authority, psychotropic medications and personal hygiene (haircuts).

Year One: Results

- Of the 40 consumers who have participated in the program in the first year, there have been only 2 re-arrests and 1 re-incarceration, which is a recidivism rate of 3%. The average recidivism rate for the first year after release is 56.7%.
- Average daily savings of keeping 40 consumers out of jail = \$2,288.40
- Average annual savings of keeping 40 consumers out of jail = \$795,266

Proposed Expansion

- Add 1 new case manager per quarter until a 300-400 client capacity is reached
- Investment per case manager = \$40,000 (self-sufficient after full case load)
- Time to full case load (30-40 clients) = 6-12 months
- Average annual savings from 5 case managers keeping 40 consumers out of jail = \$3,976,330
- After 3-4 years, 400 client capacity = \$7,952,660

Opportunity 3: Engage the Healthy Minds Network Judicial and Law Enforcement Task Force

Answer the question, “What does jail as a last resort for the mentally ill look like in Montgomery?”

- Field Trip to San Antonio Restoration Center

STEPPING UP

INITIATIVE

STEPPING UP: A National Initiative to Reduce the Number of People with Mental Illnesses in Jails

THERE WAS A TIME WHEN NEWS OF JAILS serving more people with mental illnesses than in-patient treatment facilities was shocking. Now, it is not surprising to hear that jails across the nation serve an estimated 2 million people with serious mental illnesses each year¹—almost three-quarters of whom also have substance use disorders²—or that the prevalence of people with serious mental illnesses in jails is three to six times higher than for the general population.³ Once incarcerated, they tend to stay longer in jail and upon release are at a higher risk of returning than individuals without these disorders.

The human toll—and its cost to taxpayers—is staggering. Jails spend two to three times more on adults with mental illnesses that require intervention than on people without those needs,⁴ yet often do not see improvements in recidivism or recovery. Despite counties' tremendous efforts to address this problem, they are often thwarted by significant obstacles, such as coordinating multiple systems and operating with minimal resources. Without change, large numbers of people with mental illnesses will continue to cycle through the criminal justice system, often resulting in missed opportunities to link them to treatment, tragic outcomes, inefficient use of funding, and failure to improve public safety.

The National Initiative

Recognizing the critical role local and state officials play in supporting change, the National Association of Counties (NACo), the Council of State Governments (CSG) Justice Center, and the American Psychiatric Foundation (APF) have come together to lead a national initiative to help advance counties' efforts to reduce the number of adults with mental and co-occurring substance use disorders in jails. With support from the U.S. Justice Department's Bureau of Justice Assistance, the initiative will build on the many innovative and proven practices being implemented across the country. The initiative engages a diverse group of organizations with expertise on these issues, including those representing sheriffs, jail administrators, judges, community corrections professionals, treatment providers, people with mental illnesses and their families, mental health and substance use program directors, and other stakeholders.

The initiative is about creating a long-term, national movement—not a moment in time—to raise awareness of the factors contributing to the over-representation of people with mental illnesses in jails, and then using practices and strategies that work to drive those numbers down. The initiative has two key components:

1. A **CALL TO ACTION** demonstrating strong county and state leadership and a shared commitment to a multi-step planning process that can achieve concrete results for jails in counties of all sizes.

The Call to Action is more than a vague promise for reform; it focuses on developing an actionable plan that can be used to achieve county and state system changes. As part of this Call to Action, county elected officials are being asked to pass a resolution and work with other leaders (e.g., the sheriff, district attorney, treatment providers, and state policymakers), people with mental illnesses and their advocates, and other stakeholders on the following six actions:

- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails.

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- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program, and case levels.
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community.
- Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers.
- Implement research-based approaches that advance the plan.
- Create a process to track progress using data and information systems, and to report on successes.

In addition to county leaders, national and state associations, criminal justice and behavioral health professionals, state and local policymakers, others with jail authority, and individuals committed to reducing the number of people with mental illnesses in jails should sign on to the Call to Action. Stepping Up participants will receive an online toolkit keyed to the six actions, with a series of exercises and related distance-learning opportunities, peer-to-peer exchanges, and key resources from initiative partners.⁵ The online toolkit will include self-assessment checklists and information to assist participants working in counties in identifying how much progress they have already made and a planning template to help county teams develop data-driven strategies that are tailored to local needs.

2. A NATIONAL SUMMIT to advance county-led plans to reduce the number of people with mental illnesses in jails.

Supported by the American Psychiatric Foundation, a summit will be convened in the spring of 2016 in Washington, DC, that includes counties that have signed on to the Call to Action, as well as state officials and community stakeholders such as criminal justice professionals, treatment providers, people with mental illnesses and their advocates, and other subject-matter experts. The summit will help counties advance their plans and measure progress, and identify a core group of counties that are poised to lead others in their regions. Follow-up assistance will be provided to participants to help refine strategies that can be used in counties across the nation. After the 2016 summit, participants will be notified of potential opportunities for sites to be selected for more intensive assistance through federal and private grant programs.

Although much of the initiative focuses on county efforts, states will be engaged at every step to ensure that their legislative mandates, policies, and resource-allocation decisions do not create barriers to plan implementation.

To learn more about the initiative or to join the Call to Action, go to StepUpTogether.org.

Endnotes

1. Steadman, Henry, et al., "Prevalence of Serious Mental Illness among Jail Inmates." *Psychiatric Services* 60, no. 6 (2009): 761–765. These numbers refer to jail admissions. Even greater numbers of individuals have mental illnesses that are not "serious" mental illnesses, but still require resource-intensive responses.
2. Abram, Karen M., and Linda A. Teplin, "Co-occurring Disorders Among Mentally Ill Jail Detainees," *American Psychologist* 46, no. 10 (1991): 1036–1045.
3. Steadman, Henry, et al., "Prevalence of Serious Mental Illness among Jail Inmates."
4. See, e.g., Swanson, Jeffery, et al., *Costs of Criminal Justice Involvement in Connecticut: Final Report* (Durham: Duke University School of Medicine, 2011).
5. Among the key partners are the National Alliance on Mental Illness; Major County Sheriffs' Association; National Association of County Behavioral Health & Developmental Disability Directors; National Association of State Alcohol and Drug Abuse Directors; National Association of State Mental Health Program Directors; National Council for Behavioral Health; National Sheriffs' Association; and Policy Research Associates.

15-9

Tammy Nix

From: Donald Mims
Sent: Friday, May 22, 2015 3:21 PM
To: Tammy Nix
Subject: Fwd: Post-Incarceration Case Management
Attachments: Agenda for May 20 Meeting with Mayor Strange and Chairman Dean.docx; ATT00001.htm; Stepping-Up-Two-Page-Overview.pdf; ATT00002.htm; Stepping-Up-Resolution_TEMPLATE.DOCX; ATT00003.htm

Thur Memo

Sent from my iPhone

Begin forwarded message:

From: "Kecia Kelso" <kecia@envision2020.org>
To: "Donald Mims" <DonaldMims@mc-ala.org>
Cc: "lynn@envision2020.org" <lynn@envision2020.org>, "Linnea Conely" <lconely@outreach.aum.edu>, "Tammy Laughlin" <tlaughlin@troy.edu>, "Tammy Nix" <TammyNix@mc-ala.org>
Subject: Post-Incarceration Case Management

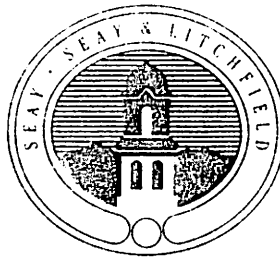
Hi Donnie,

I understand you and Lynn had an opportunity to speak yesterday and wanted to follow up with some additional information. I am attaching the agenda that outlined the opportunities available to us that were discussed at the meeting on Wednesday. The attendees, in addition to Lynn, were Mayor Strange, Chief Finley, Sheriff Cunningham, Paul Brown, Capt. Carlton Cook, Henry Parker, Susan Chambers and Linnea Conely. I am also attaching an overview of The Stepping Up Initiative as well as a template of the Stepping Up Initiative Resolution. After reviewing the positive impact made by the current and lone post-incarceration case manager (PICM), the recommendation was made to Henry Parker that he should hire 3 additional PICMs, one per quarter, in the coming fiscal year. More specifically, Henry will include in his annual budget request a line item for additional new funding in the amount of \$100,000 for these case managers. It was suggested that the usual city/county split of 60/40 would apply to this funding amount, with \$60,000 coming from the City of Montgomery and \$40,000 from Montgomery County. There was a consensus that the County and City should be joined by a Judicial representative in passing the Resolution to make this a 3-pronged effort to reduce the number of people with mental illness in jails.

It is my understanding this information will go into the packets for the Montgomery County Commission meeting on June 1st and that Lynn and our AUM partner(s) will appear at the meeting on June 15th. Please let me know if you need any additional information or materials or if there are any corrections to those upcoming dates/events.

Thank you so much,
Kecia

Kecia Kelso
Envision 2020
600 South Court Street



June 15, 2015

Mr. Elton Dean
Montgomery County Commission
101 S Lawrence St
Montgomery, AL 36104

RE: Montgomery County Youth Facility – June 15th, 2015 Commission Meeting

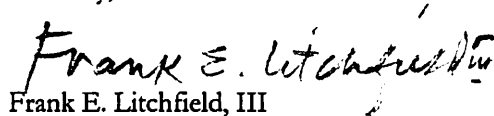
Dear Mr. Dean,

We request Commission approval and authorization to proceed with the following:

- \$8707.62 from Landscaping Allowance
- \$5162.00 from Hardware Allowance.
- \$25,840.00 from General Contingency Allowance (This amount includes \$9,593.00 for resurfacing and restriping the parking lot). Transfer of credits given by Bear Brothers into the General Contingency Allowance.
- **Change Order No. 2 to credit owner an amount of \$18,716.88 lowering contract amount from \$3,478,900.00 to \$3,460,183.12**

The consideration of the Authorization is very much appreciated. Please know Change Order No. 2 still need the approval of the Alabama Building Commission.

Sincerely,


Frank E. Litchfield, III

Cc: Donald L. Mims

Authorized By:

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

June 15, 2015 - Minutes of Regular Meeting
Montgomery County Commission

[illegible]

Notes:

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Abstract for bid- NETWORK SWITCHES

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51965-15B-018				TRITON DATACOM INC. 20211 NE 16TH PLACE MIAMI, FL 33179 ATTN: DAMON SLACHTER (786) 787-7000		SC TECHNOLOGY 33841 BI SUR STREET DANA POINT, CA 92629 ATTN: MICHAEL BRACKENRIDGE (949) 702-1857		INLINE ELECTRIC 745 NORTH EAST BLVD MONTGOMERY, AL 36117 ATTN: TOMMY PEACOCK (334) 798-0734 DISQUALIFIED		INTEGRATED OFFICE SOLUTIONS, INC. 5465 HIGHWAY 42, BOX 1056 ELLENWOOD, GA. 30294 NO BID BOND DISQUALIFIED		ITS, INC. 335 JEANETTE, BARRETT INDUSTRIAL BLVD. WETUMPKA, ALABAMA 36082 ATTN: STEVEN MEANY (334) 567-1883	
DATE ISSUED: 04/14/2015				UNIT PRICE		EXTENDED AMOUNT		UNIT PRICE		EXTENDED AMOUNT		UNIT PRICE	
DATE OPENED: 05/05/2015				QTY		AMOUNT		AMOUNT		AMOUNT		AMOUNT	
REQUESTING DEPARTMENT: Information systems				Units									
TERMS OF PAYMENT / DISCOUNT:				DESCRIPTION OF ITEM									
DELIVERY DATE:													
1	Cisco Model WS-C3560X-48P-S Managed Network Switch with 48 10/100/1000 PoE Ports or Approved Equal												
	Model C-ES30-45 or Approved Equal												
	New Equipment			10		\$3,695.00	\$ 36,950.00					\$6,606.00	\$ 66,060.00
	Used Equipment			10		\$2,995.00	\$ 29,950.00					\$4,179.08	\$ 41,790.80
2	Cisco C3KX-NM-1G Interface Expansion Module with 4 Gigabit SFP Ports or Approved Equal												
	New Equipment			10		\$275.00	\$ 2,750.00					\$340.00	\$ 3,400.00
	Used Equipment			10		\$195.00	\$ 1,950.00					\$205.36	\$ 2,053.60

Notes:

TRITON DATACOM INC. EQUIPMENT COMES WITH A STANDARD 1 YR ONLINE WARRANTY

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Page 4

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Montgomery County Commission

June 15, 2015 - Minutes of Regular Meeting
Montgomery County Commission

[illegible]

Notes:

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Montgomery County Commission

Purchasing Department

[illegible]

Notes:

SAVE SYSTEMS EQUIPMENT COMES WITH ONE YEAR CISCO WARRANTY FOR ITEMS 1 & 2; ITEM 3 HAS A LIFETIME WARRANTY

12-8

17.9

Abstract for bid- NETWORK SWITCHES

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June 15, 2015 - Minutes of Regular Meeting
Montgomery County Commission

Myrtle Singleton

From: Larry Kennedy
Sent: Friday, May 29, 2015 8:39 AM
To: Myrtle Singleton
Cc: Lou Ialacci
Subject: FW: FW: Purchase Order Form

This is the response I received for Damon at Triton Datacom regarding the PO we sent him for the switches on the ITB for the DA Renovation. Let me know what we need to do and what we need to tell Damon.

Larry Kennedy
IT Manager
Information Systems Department
Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104
Office 334-832-1229
IS Help Desk 334-832-1307

From: Damon Slachter [<mailto:damon@tritondatacomonline.com>]
Sent: Friday, May 29, 2015 8:29 AM
To: Larry Kennedy
Subject: Re: FW: Purchase Order Form

Larry,

When this bid was originally quoted there were plenty of 3560X-48P-S's refurb on the market, now that you've issued the PO the market is dry - No vendor, out of 529 that we know, has them.

I've been able to source a couple of refurb units, but I also found new ones at a good price from one of my suppliers - To fill the order I can pass on the discount to you and basically give you the new units and cost and make the profit on the couple of refurbs I will be sending

I can do the new ones at \$3237/ea

Let me know if this is an option or if you are willing to wait for us to source the remaining refurbished units

The total addition to the PO would be \$1694 and you would be receiving 7 new switches and 3 refurbished

Damon Slachter
Triton Datacom, Inc.

damon@tritondatacom.com
20221 NE 16th Place
North Miami, FL 33179
Office: (786) 787-7000
Direct: (786) 693-6684
Cell: (954) 914-0372
AIM: damontriton

On Wed, May 27, 2015 at 3:52 PM, Damon Slachter <damon@tritondatacomonline.com> wrote:
Received and processing now

Thank you Larry

Damon Slachter
Triton Datacom, Inc.
damon@tritondatacom.com
20221 NE 16th Place
North Miami, FL 33179
Office: (786) 787-7000
Direct: (786) 693-6684
Cell: (954) 914-0372
AIM: damontriton

On Wed, May 27, 2015 at 3:35 PM, Larry Kennedy <LarryKennedy@mc-ala.org> wrote:
Damon, here is the PO for the network switches from the latest bid. The two other line items went to other vendors. Let me know if you have any questions.

Larry Kennedy
IT Manager
Information Systems Department
Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104
Office 334-832-1229
IS Help Desk 334-832-1307

-----Original Message-----

From: TammyTurner@mc-ala.org [mailto:TammyTurner@mc-ala.org]
Sent: Wednesday, May 27, 2015 2:25 PM
To: Lou Ialacci
Cc: Larry Kennedy
Subject: Purchase Order Form

I did not place this order

June 15, 2015 - Minutes of Regular Meeting
Montgomery County Commission

[illegible]

Notes:

18.2

Purchasing Department

[illegible]

Notes:

18.3

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Montgomery County Commission

Notes:

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June 15, 2015 - Minutes of Regular Meeting
Montgomery County Commission

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 117 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-15B-025				KCI 19 Industrial Avenue, Suite B Manwah, N.J. 07430 Attn: Jeffrey Klein (201) 934-6500		Save Solutions 16715 Hilltop Park Place Chagrin Falls, Ohio 44023 Attn: John O'Brien (440) 543-3388		Coast to Coast Computer Products, Inc. 4277 Valley Fair Street Simi Valley, CA 93063 Attn: Melissa Servatio (800) 223-8890					
DATE ISSUED: 05/27/2015													
DATE OPENED: 06/9/2015													
REQUESTING DEPARTMENT: Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EMC CX4-480 base cabinet with		1										
	FLARE OS disk drives and licenses												
	New Equipment												
	Used Equipment			\$48,200.00	48,200.00	\$2,750.00	2,750.00	\$46,434.60	46,434.60				
2	EMC CX4 DAE with fifteen(15)		7										
	2TB 7.2KM RPM disk drives in each												
	New Equipment												
	Used Equipment					\$4,500.00	31,500.00						
3	EMC CX4 8GB Fiber-channel interface cards		4										
	New Equipment												
	Used Equipment												

Notes:

KCI- Item 1,2,3,5,6,8 total cost is \$48,200.00

Save Systems- Item 3 no charge; 2 year warranty on disk drives

Coast to Coast- Items 1 thru 4 \$46,434.60, Items 5 thru 8 \$9214.56, 90 day hardware replacement warranty

19.2

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-15B-025				KCI 19 Industrial Avenue, Suite B Manwah, N.J. 07430 Attn: Jeffrey Klein (201) 934-6500		Save Solutions 16715 Hilltop Park Place Chagrin Falls, Ohio 44023 Attn: John O'Brien (440) 543-3388		Coast to Coast Computer Products, Inc. 4277 Valley Fair Street Simi Valley, CA 93063 Attn: Melissa Servatijo (800) 223-8890					
DATE ISSUED: 05/27/2015													
DATE OPENED: 06/09/2015													
REQUESTING DEPARTMENT: Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
4	EMC/Brocade 5100 Fiber-channel switches with full licensing and 8 GB GBIC's for all 40 ports and mounting rails for EMC cabinets		2										
	New Equipment												
	Used Equipment			\$2,400.00	\$4,800.00	\$3,650.00	\$7,300.00						
5	EMC CX4 Auxiliary Cabinet		1										
	New Equipment												
	Used Equipment					\$500.00	\$500.00	\$9,214.56	\$9,214.56				
6	EMC CX4 DAE with fifteen (15) 300 Gb 15K RPM disk drives in each		4										
	New Equipment												
	Used Equipment					\$1,650.00	\$6,600.00						

Notes:

KCI- Item 1,2,3,5,6 total cost is \$48,200.00

Save Systems- Item 3 no charge; 2 year warranty on disk drives

Coast to Coast- Items 1 thru 4 \$46,434.60, Items 5 thru 8 \$9214.56, 90 day hardware replacement warranty

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Montgomery County Commission

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KCl- Item 1,2,3,5,6,8 total cost is \$48,200.00

Save Systems- Item 3 no charge; 2 year warranty on disk drives

Coast to Coast- Items 1 thru 4 \$46.434.60. Items 5 thru 8 \$9214.56, 90 day hardware replacement warranty

19-4

**SITE PARTICIPATION AGREEMENT FOR
THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT**

This Agreement is made as of this ____ day of _____, 2015, by and between the Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety, the Alabama Department of Education, the Alabama Department of Post-Secondary Education, the Alabama Department of Transportation, the Water Works and Sanitary Sewer Board of the City of Montgomery, Montgomery County Commission, the City of Montgomery, and The Advertiser Company. The signatories to this Downtown Environmental Assessment Project Site Participation Agreement ("Agreement") are referred to herein as "Members" or individually as a "Member."

WHEREAS, the Members have organized and constituted themselves as the Downtown Environmental Alliance (hereinafter "Alliance"). Each Member whose authorized representative has executed this Agreement is a member of the Alliance.

WHEREAS, the Members do not believe they have any responsibility for the Capitol City Plume Proposed Superfund Site in Montgomery, Alabama ("the Site"), but believe it is in the interest of the community and the Members to address and resolve the United States Environmental Protection Agency's ("EPA's") proceedings and claims and to work with the Alabama Department of Environmental Management ("ADEM") to address and resolve the Site issues.

WHEREAS, the Members anticipate entering into an Agreement ("ADEM Agreement") with the ADEM with respect to the Site.

WHEREAS, the term "Work," as used in this Agreement, does not include payment of funds to EPA.

WHEREAS, pursuant to the anticipated ADEM Agreement, the Members will agree to perform certain work at the Site ("the Work").

WHEREAS, without admitting any fact, responsibility, fault or liability whatsoever in connection with the Site, the Members wish to establish a framework for complying with the terms of the ADEM Agreement and to cooperate among themselves in this effort for the protection of human health and the environment and the betterment of downtown Montgomery. All members deny any liability or responsibility for contamination at the Site.

NOW THEREFORE, in consideration of the foregoing, the Members mutually agree as follows:

1. Purpose and Payments.

1.1. Purpose. It is the purpose of this Agreement that the terms hereof shall control the manner

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and means by which the Members will undertake to effectuate the terms of the ADEM Agreement. However, nothing herein shall authorize the Alliance, the Steering Committee, or any subcommittee to pay, or direct the Alliance to pay, any portion of EPA's past costs. The manner and means by which the Members will undertake to satisfy their obligations pursuant to the ADEM Agreement include, without limitation, the following:

- (a) Organize and conduct a common response to any claim or demand made by ADEM or others regarding the Site and the ADEM Agreement, excluding payment to EPA;
- (b) Organize and conduct negotiations with ADEM, EPA, or others concerning the Site;
- (c) Retain technical consultants and contractors as necessary to perform the Work required by the ADEM Agreement;
- (d) Provide a mechanism for funding the Work required by the ADEM Agreement; and
- (e) Identify, provide notice to, and assimilate additional Alliance members.

1.2. Cooperation. The Members shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among them through good faith negotiation.

1.3. Transfer of Regulatory Oversight of Site. The transfer of regulatory oversight of the Site from EPA to ADEM shall be considered a condition precedent to all Work performed pursuant to this Agreement. In the event ADEM does not agree to assume oversight of the Site or EPA does not transfer oversight of the Site to ADEM, the parties shall not perform Work under this Agreement, but shall continue to comply with all other provisions of this Agreement and shall remain liable for their share of all Shared Costs up to the date of their withdrawal from the Agreement or the termination of the Agreement.

2. Organization and Procedures.

2.1. Committees. In order to carry out the purposes of this Agreement, the Members hereby establish two Committees, the Steering Committee and the Technical Committee. Each Member and any individual serving on behalf of any Member, agrees by virtue of such service, to maintain the privileged nature and confidentiality of all communications and proceedings of such committees or subcommittees; such obligation shall continue in the event such individual should leave the employ of or cease to represent such Member.

2.2. Authority to Decide. Except as otherwise provided herein, the Members shall act by and

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through the Steering Committee, except that the Members reserve themselves the right at any time directly to authorize action to be undertaken pursuant to this Agreement in accordance with the voting requirements set forth in this Agreement.

2.3. Meetings. The Members may authorize or direct actions under this Agreement only at meetings duly held and called for such purpose, which meetings shall be called from time to time as determined necessary by the Steering Committee. Meetings of the Alliance may be called for any purpose at any time by two members of the Steering Committee or by any two Members of the Alliance. Meetings may be held by telephone conference.

2.4. Voting. Any decisions under this Agreement shall be voted upon as follows:

- (a) The following matters must be put to a vote and must receive the unanimous approval of all Members without regard to Voting Power in Section 2.6 in order to become final: (1) any changes to the allocated percentages, administrative contributions, or payment amounts; (2) approval of any settlement or amendment of any agreement with EPA or ADEM regarding Work, as defined herein, at the Site; and (3) amendment of this Agreement pursuant to Section 21.
- (b) As to all other matters, except for Section 6.3 (Buyout of a Member), the Members shall attempt to make decisions by consensus, but if put to a vote, all other matters shall be decided by a majority (more than 50%) of the eligible Voting Power (as defined in Section 2.6 of this Agreement) of the Members present in person or by proxy at the meeting.
- (c) If a Member seeks or requests, pursuant to Section 6.3, to buy itself out of its membership in the Alliance and its obligations under this Agreement, the Member seeking a buyout shall not be permitted to vote on the buyout issue. In such a case, the buyout proposal must receive the unanimous approval of all remaining Members.

2.5. Notice of Meetings. Whenever feasible, written notice of the time, place and purpose of any meeting of the Alliance shall be given to each Member entitled to vote at such meeting at least five (5) days and not more than thirty (30) days before the date of such meeting either personally, or by mail or by other means of written communication, including e-mail, addressed to each Member at the address appearing on the service list maintained by the Steering Committee. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting shall make a reasonable effort to provide notice in fact to every Member.

2.6. Voting Power. Each Member shall have a vote ("Voting Power") as follows:

- (a) Each Member shall have a vote weighted in accordance with the percentage share of the Member with respect to the Site as

set forth in Exhibit A.

- (b) No Member may vote unless that Member has paid all financial contributions assessed, due and owing as of the last assessment made pursuant to this Agreement prior to such meeting. Any Member having an assessment due and owing that remains unpaid at the time of the meeting may vote only upon payment of the full assessment prior to the voting process; and
- (c) Unless otherwise specified herein, all issues shall be decided by a majority (more than 50%) of the Voting Power of the Members as defined in this section.

2.7. Voting by Proxy. A Member eligible to vote at an Alliance meeting may assign in writing, using the form attached to this Agreement, its vote to another Member eligible to vote at the meeting.

2.8. Quorum. At least two-thirds of the eligible Voting Power of the Members must be present in person or represented by proxy at any Alliance meeting.

3. Steering Committee.

3.1. Steering Committee Members. Membership in the Steering Committee shall be comprised of one representative of each Member.

3.2. Enumerated Powers of the Steering Committee. The powers, duties and responsibilities of the Steering Committee shall include:

- (a) electing a Chairperson of the Steering Committee;
- (b) electing the members of the Technical Committee;
- (c) appointing subcommittees to handle specific matters delegated by the Steering Committee;
- (d) selecting consultants to undertake tasks common to the Alliance effort, and coordinating, supervising and directing the activities of such consultants, which persons may be representatives of Members;
- (e) negotiating with ADEM, EPA and other persons with respect to all matters relating to this Agreement;

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- (f) determining that a Member is in default of its obligations under this Agreement and recommending to the Alliance that litigation be commenced against said Member;
- (g) circulating to the Alliance substantive documents as the Steering Committee deems necessary in order to keep Members of the Alliance fully informed of activities pursuant to this Agreement;
- (h) selecting a Project Coordinator, who shall have the responsibilities set forth in the ADEM Agreement;
- (i) approving, through its designees, invoices and bills for payment;
- (j) recommending to the Members a method of allocating shared costs;
- (k) voting on any proposed or requested buyout agreements; and
- (l) conducting such other activities as the Steering Committee deems necessary and proper to carry out the purposes of this Agreement and the obligations of the Members under the ADEM Agreement.

3.3. Shared Costs. Those activities authorized by the Steering Committee or the Alliance to be undertaken on behalf of the Alliance within the scope of this Agreement (Section 1.1.) shall be funded by the Members as Shared Costs. These costs include, but are not limited to, payments assessed by the Steering Committee, administrative costs, consultant fees and costs, common counsel fees and costs, technical costs, and other costs necessary to further the purposes of this Agreement. The Steering Committee shall establish a segregated, noninterest-accruing bank account (the "DEAP Trust Account"). All Shared Costs shall be paid from the DEAP Trust Account until all funds in the DEAP Trust Account are depleted. In the event that any funds remain in the DEAP Trust Account after this Agreement is terminated pursuant to Section 20, the remaining funds shall be distributed to the Members pro rata based on their shares as provided in Exhibit A.

3.4. Separate Counsel. Notwithstanding that the Steering Committee may request common counsel to undertake discrete tasks common to the Alliance effort, each Member reserves the right to select and retain its own counsel at its own expense to represent such Member on any matter.

3.5. Reports to the Alliance and Call for Alliance Meetings. The Steering Committee shall periodically report its actions to the Members as may be necessary to keep the Members fully informed of matters covered by this Agreement, and shall call meetings of the Alliance as determined necessary by the Steering Committee and refer to such meetings for a vote any matters

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which in the judgment of the Steering Committee should be referred.

3.6. Quorum. At least two-thirds of the eligible Voting Power of the Steering Committee shall be present in person or represented by proxy at any Steering Committee meeting.

3.7. Voting. Each member of the Steering Committee shall have one weighted vote in accordance with Exhibit A. All issues shall be decided by a majority (more than 50%) of the Voting Power of the Steering Committee, except as set forth in Sections 2.4 and 6.3. A member of the Steering Committee may assign its vote to another member of the Steering Committee to vote at the meeting using the form referred to in Section 2.6 of this Agreement.

3.8. Compensation of Steering Committee. The members of the Steering Committee shall serve as volunteers without compensation from the Alliance.

3.9. Call for, and Notice of, Meetings. The Steering Committee may authorize and direct actions only at meetings duly held and called for such purpose, which meetings shall be regularly called. Whenever feasible, written notice of the time, place and purpose of any meeting of the Steering Committee shall be given to each Member of the Alliance at least five (5) days but not more than thirty (30) days before the date of such meeting either personally or by mail or by other means of written communication, including e-mail, addressed to said Member at the address appearing on the service list maintained by the Steering Committee. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting or the Steering Committee Chair shall make a reasonable effort to provide notice in fact to every Member. Meetings may be held by telephone conference. The meetings of the Steering Committee shall be open to any Member.

3.10. Providing Members with Information. Upon request from any Member, the Steering Committee shall make available to that Member, at that Member's expense, copies of any reports submitted to or by the Steering Committee in connection with the Work or pursuant to the ADEM Agreement.

3.11. Litigation Against Other Persons. The Steering Committee may recommend to the Members that a claim be asserted on behalf of the Members against other persons. No such claim may be asserted by common counsel under this Agreement without the consent of a majority of the Voting Power of the Alliance, and any Member may elect to decline to participate in any such suit, and may, but need not, in lieu of such participation, assign its claims to the other Members. Nothing in this Section shall affect or impair the right of any Member to assert any claim in its own name and right against any person.

4. Technical Committee.

4.1. Technical Committee Members. The Technical Committee shall consist of at least three technically qualified representatives of Members, who shall be elected by the Steering Committee and must agree to participate actively on the Committee.

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4.2. Powers of the Technical Committee. The powers and duties of the Technical Committee shall include:

- (a) assisting the Steering Committee in overseeing the activities of any persons retained in connection with the matter;
- (b) selecting a liaison representative to coordinate activities with the Steering Committee;
- (c) recommending to the Steering Committee, environmental consultants, oversight contractors, and others as appropriate to review technical data, studies, and other materials related to the Site and oversee the investigations and Work at the Site to insure performance of the Members' obligations under the ADEM Agreement; and
- (d) making recommendations to the Steering Committee concerning issues relating to the implementation of the Work at the Site.

4.3. Call for, and Notice of, Meetings. The Technical Committee may authorize and direct actions only at meetings duly held and called for such purpose, which meetings shall be called as needed. Meetings of the Technical Committee may be called by any two (2) members of the Committee. Whenever feasible, written notice of the time, place and purpose of any meeting of the Technical Committee shall be given to each Member at least five (5) days but not more than thirty (30) days before the date of such meeting either personally or by mail or by other means of written communication, including e-mail, addressed to said Member at the address appearing on the service list maintained by the Technical Committee. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting shall make a reasonable effort to provide notice in fact to every Member. Meetings may be held by telephone conference. The meetings of the Technical Committee shall be open to any Member.

5. Allocation of Expenses and Work.

5.1. Payments. Shared Costs, as defined in Section 3.3 herein, shall be assessed by the Steering Committee in accordance with the proportionate percentage shares as set forth in Exhibit A. All assessments shall be due and payable within 45 days after receipt of notice thereof unless said notice provides otherwise. No assessments shall require Members to pay Shared Costs until after all payments collected from non-members pursuant to Section 5.3 of this Agreement have been depleted, or will be depleted within 30 days. All Shared Costs payments shall be made to the DEAP Trust Account.

5.2 Credits. The Advertiser Company is granted a \$200,000 credit to be applied against Shared Costs payments for assessments under Section 5.1. The credit is usable 50% against assessments for

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~~Shared Costs up to \$100,000 in total assessments to The Advertiser Company, and is thereafter usable 100% until the credit is exhausted;~~

5.3 Non-Member Payments. Payments for Site costs collected from non-members, with the exception of any payments collected pursuant to Section 5.3 of the Alliance's Past Costs Funding Agreement, shall be deposited and held in the DEAP Trust Account and shall be used to pay for all Work and other future Site costs until these non-member payments are depleted.

5.4. Accounting for Funds. The Steering Committee shall provide to the Members from time to time informal accountings of monies received, spent, and obligated, and a final accounting upon the termination of this Agreement. Such accounting may be accomplished with bank statements.

5.5. Purpose of Funds. All monies provided by Members pursuant to this Agreement shall be used solely for the purposes of this Agreement (Section 1.1) and shall not be considered as payment for any fines, penalties, or monetary sanctions. To the extent ADEM assesses stipulated penalties for Work performed pursuant to this Agreement, said penalties shall be a Shared Cost and allocated in accordance with Section 5.1 of this Agreement.

6. Withdrawal, Removal and Buyout.

6.1 Withdrawal. Any Member may withdraw from all participation in this Agreement upon written notice to the Steering Committee or its designee, as of the date the notice is postmarked, except that such Member shall remain liable for its share of all Shared Costs assessed pursuant to this Agreement more than 30 days prior to the date of withdrawal, and shall be subject to the terms and conditions applicable to withdrawing or removed Members, including, but not limited to, Sections 7, 9, 10, 11, 12, 13, 15, 16, 17, and 24 hereof. Any Member entering into any settlement with the United States or ADEM (other than the ADEM Agreement referenced herein) shall be deemed to have withdrawn from the Alliance effective upon the date of settlement, but shall remain liable for its share of all shared costs up to the date of withdrawal.

6.2 Removal of a Member. If any Member's interests or actions are regarded as contrary to the interests of the other Members, such Member may be removed from this Agreement by a vote of two-thirds of the Voting Power of the Alliance present in person or by proxy at an Alliance meeting called for the purpose of considering such removal. In the event any Member fails to pay any portion of any assessed financial contribution pursuant to this Agreement within 60 days following receipt of notice of such assessment, that Member shall be considered in default and may be removed from this Agreement by a vote of two-thirds of the Voting Power present in person or by proxy at a Steering Committee meeting called for the purpose of considering such removal. Any removed Member shall be subject to the terms and conditions applicable to withdrawing or removed Members, including, but not limited to, Sections 7, 9, 10, 11, 12, 13, 15, 16, 17, and 24.

6.3 Buyout of a Member. Any Member may buy itself out of its membership in the Alliance and its obligations under this Agreement at any time following deferral of the Site to ADEM by presenting the remaining Members with a written offer or proposal, which shall be given good faith

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consideration by the other Members and then voted upon as set forth in Section 2.4(c) within ninety (90) days. Any Member that buys itself out of this Agreement shall be subject to the terms and conditions applicable to withdrawing or removed Members, including, but not limited to, Sections 7, 9, 10, 11, 12, 13, 15, 16, 17, and 24.

7. Waiver of Conflict of Interest.

In the event that the Steering Committee retains common counsel, each Member agrees that: (1) it will not claim or assert that, based solely on said counsel's past or present representation of a Member, said counsel has a conflict of interest in performing legal services authorized by the Steering Committee and arising out of the Site, unless the Member notifies the Steering Committee of the claimed conflict within twenty (20) days of receiving notice of intent to hire said counsel; (2) it will not claim or assert that, based solely on said counsel's representation of the Alliance under the terms of this Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of receiving notice of intent to hire said counsel, unless the Member notifies the Steering Committee of the claimed conflict within twenty (20) days of receiving said notice; (3) it will not claim or assert that, based solely on said counsel's representation of the Alliance under the terms of this Agreement, said counsel has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of or is connected to the Site or involves or could involve any facts or information obtained from the Member during the term of this Agreement; (4) in the event that any conflict develops in the performance of work authorized by the Steering Committee by said counsel and the legal services authorized by any Member that has retained that counsel, the Member consents to that counsel's continued performance of the work authorized by the Steering Committee.

8. New Members.

Any entity that becomes a Member by execution of this Agreement subsequent to the effective date of this Agreement shall be deemed a Member from the effective date of this Agreement, and shall be assessed and pay all sums which such Member would have been obligated to pay if a Member from the effective date of this Agreement, except that the Steering Committee may, for good cause, impose different terms and conditions upon any entity seeking to enter this Agreement after its effective date.

9. Confidentiality and Use of Information.

9.1. Shared Information. From time to time, the Members may elect to disclose or transmit to each other, directly or through common counsel, such information as each Member, counsel or technical consultant retained for the Alliance deems appropriate for the sole and limited purpose of coordinating activities that are necessary and proper to carry out the purposes of this Agreement. Shared information may be disclosed to or transferred among the Members orally or in writing or by any other appropriate means of communication. The Members intend that no claim of work product privilege or other privilege be waived by reason of participation or cooperation pursuant to this

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Agreement.

9.2. Preservation of Privilege. Information disclosed by the Members to counsel appointed by the Steering Committee to perform specified work may be disclosed to any other Member, and each Member hereby expressly consents to treat such disclosure to it as being for the sole purpose of effectuating the purposes of this Agreement. Such disclosure shall not be deemed a waiver of the attorney-client privilege or work product immunity or any other privilege.

9.3. Confidentiality of Shared Information.

- (a) Each Member agrees that all shared information received from any other Member or its counsel, technical consultant, or common counsel pursuant to this Agreement shall be held in strict confidence by the receiving Member and by all persons to whom confidential information is revealed by the receiving Member pursuant to this Agreement, and that such information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Agreement;
- (b) Shared information that is exchanged in written or in document form and is intended to be kept confidential may, but need not, be marked "Confidential" or with a similar legend. If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Member, where the information will be unprotected by confidentiality obligations, the Member may satisfy its confidentiality obligations hereunder by notifying the Member that generated the information or, if the information was generated by counsel appointed by the Steering Committee to perform specified work or by a technical consultant, by giving notice to said counsel or consultant, and to the Steering Committee;
- (c) Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counselor or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person;
- (d) The Members intend by this Section to protect from disclosure all confidential information and documents shared among any

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Members or between any Member and counsel appointed by the Steering Committee or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked "Confidential";

- (e) The confidentiality obligations of the Members under this Section shall remain in full force and effect, without regard to whether actions arising out of the Site are terminated by final judgment and shall survive the termination of this Agreement. The provisions of this Section shall not apply to information which is now or hereafter becomes public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure or is otherwise required to be disclosed by law;
- (f) In the event a Member withdraws from this Agreement pursuant to Section 6.1, is removed pursuant to Section 6.2, or buys itself out pursuant to Section 6.3, it may make a reasonable request to other Members for the return of confidential materials and information, including, but not limited to, draft or final: technical reports; technical memos, spreadsheets, tables, graphics, isopleths, and drawings; sampling data; maps; corporate reports and records; real estate agreements; financial or accounting information; PowerPoint presentations; attorney notes and analysis; attorney memos; draft pleadings; and letters ("Requested Materials"), provided by such Member to common counsel, to the other Members, or to any technical consultant retained for the Alliance. Requested Materials shall be promptly returned to the withdrawing, removed, or Member buying itself out together with all copies thereof. The withdrawing, removed or Member buying itself out and the remaining Members shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement. In the event this Agreement is terminated, Members may make reasonable requests for the return of Requested Materials from other Members in the same manner as if they had withdrawn. All Members shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement.

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- (g) In the event a Member receives a private third party or government subpoena, discovery request, or information request for any documents or other physical materials containing confidential information provided by another Member, the Member receiving the subpoena or request shall provide notice to that Member, give that Member an opportunity to contest the release of the confidential information, and shall make all reasonable efforts to preserve the confidentiality of such documents or other physical materials, including by asserting any and all applicable privileges including, but not limited to, attorney-client privilege, attorney work product privilege, joint defense or common interest privilege, deliberative process privilege, and confidential business information protections (CBI). No Member shall disclose confidential information provided by another Member without that Member's written authorization, or without providing a minimum of fourteen (14) days written notice to the other Member. Members shall not be liable for the inadvertent disclosure of other Members' confidential information as long as they have taken reasonable precautions to prevent such inadvertent disclosure.

10. Denial of Liability.

This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any Member, by Members as among themselves or by any other person not a Member. However, nothing in this Section 10 is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any party to this Agreement.

11. Reservation of Rights.

Nothing in this Agreement shall constitute, be interpreted, construed or used as a waiver of any Member's rights, claims or defenses against (1) persons or entities not a party to this Agreement, or (2) any other Member in the event a Member withdraws, is removed, or is bought out pursuant to Section 6, or this Agreement is terminated.

12. Insurance.

The Members do not intend hereby to make any agreement that will prejudice any Member with respect to its insurers and, by entering into this Agreement, anticipate that the actions taken pursuant to this Agreement will benefit such insurers. If any insurer makes any claims that any aspect of this Agreement provides a basis for rejection or limitation of coverage of a Member, the Alliance will attempt, consistent with the objectives of this Agreement, to return any Member

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subject to such claim to a position that is satisfactory to such insurers.

13. Successors and Assigns.

This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Member without the prior written consent of the Steering Committee.

14. Allocation in the Event of Default.

The Steering Committee shall have the authority to declare any Member to be in default under this Agreement where said Member has failed to satisfy any obligation in a timely manner. The unpaid balance of any defaulting Member's share may be assessed by the Steering Committee against the other Members hereto (without waiving any rights such Members may have against the defaulting Member or its successors or assigns) in the same proportion as the other Members would have been obligated to pay if the defaulting Member had not been a signatory of this Agreement.

15. Advice of Counsel.

No Member, or representative or counsel for any Member, has acted as counsel for any other Member with respect to such Member entering into this Agreement, except as expressly engaged by such Member with respect to this Agreement, and each Member represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement. No Member or its representative serving on any committee or subcommittee shall act as legal counselor legal representative of any other Member, unless expressly retained by such Member for such purpose, and except for such express retention, no attorney/client relationship or fiduciary relationship is intended to be created between representatives on the Steering Committee and the Members.

16. Waiver and Release of Liability.

16.1. Waiver and Release. No Member or its representative serving on any committee or subcommittee shall be liable to any Member for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or omissions taken or made pursuant to this Agreement.

16.2. Survival. This Section 16 shall survive the termination of this Agreement.

17. Covenant Not To Sue.

17.1. Covenant. In consideration of the mutual undertakings in this Agreement, each Member covenants not to sue the other Members or their parents, subsidiaries, affiliates, officers, directors, employees or agents with respect to any claims or liability concerning the Site or matters addressed in the ADEM Agreement, except for any claims relating to the enforcement of this Agreement or

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any claims reserved pursuant to the ADEM Agreement. The Members expressly reserve the right, jointly and severally, to take such actions as may be necessary to collect or compel the payment by any other Member, former Member or Other Person of any amounts due and payable pursuant to this Agreement. or the ADEM Agreement.

17.2. Survival. This Section 17 shall survive the termination of this Agreement.

18. Notice.

All notices, bills, invoices, reports, and other communications with a Member shall be sent to the representative designated by the Member of said Member's signature page of this Agreement. Each Member shall have the right to change its representative upon ten (10) days' written notice to the Chairperson of the Steering Committee.

19. Effective Date.

The effective date of this Agreement shall be the date first stated above.

20. Termination.

This Agreement shall terminate upon a vote of at least two-thirds of the Voting Power of the Members present in person or by proxy at an Alliance meeting called for the purpose of considering such termination.

21. Amendments.

This Agreement may be amended only by a unanimous vote of the Members or Steering Committee. Notwithstanding this provision, Sections 3.3, 5.1, 5.2, 5.3, 9, 10, 11, 16, 17, and 21 are irrevocable and not subject to amendment.

22. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

23. Entire Agreement.

This Agreement constitutes the entire understanding of the Members with respect to its subject matter and supersedes any previous agreements entered into with respect to the Site.

24. Applicable Law.

For purposes of enforcement or interpretation of the provisions of the Agreement, the Members agree that the laws of the State of Alabama shall be applicable, and further agree not to

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contest personal jurisdiction in the State or Federal Court of Alabama with respect to litigation brought for such purposes.

25. Separate Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Nature of Agreement.

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Members.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

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Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

E-mail: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member: Alabama Department of Post-Secondary Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member: Alabama Department of Transportation

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Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member: Montgomery County Commission, Alabama

Signed: _____

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Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member: The Advertiser Company

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member: [TO BE ADDED]

Signed: _____

JOINT DEFENSE PRIVILEGED DRAFT
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Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

JOINT DEFENSE PRIVILEGED DRAFT
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DEAP Site Group Proxy

1. The duly authorized representative of _____, (hereinafter the "Member") do hereby grant the Proxy of the Member to for the meeting to be held on the _____ day of _____, 20____ is hereby authorized and empowered to vote for said Member and in said Member's name and stead at such meeting (and at any adjournment thereof) on any issue, except for those issues listed below, put to a vote in accordance with the Downtown Environmental Alliance Site Participation Agreement. For those issues noted below, has no authority on behalf of the Member and must abstain from voting on the Member's behalf.

Member: _____

Date: _____

By: _____

(Name and Title)

Issues for which this proxy is not granted:

1. _____

2. _____

3. _____

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EXHIBIT A

<u>Member</u>	<u>Percentage Share</u>
Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety, Alabama Department of Education, Alabama Department of Post-Secondary Education, and Alabama Department of Transportation	30%
The Advertiser Company	20%
City of Montgomery	21.6%
Montgomery County Commission	14.4%
Water Works and Sanitary Sewer Board of the City of Montgomery	14%

PAST COSTS FUNDING AGREEMENT FOR THE CAPITOL CITY PLUME PROPOSED SUPERFUND SITE IN MONTGOMERY, ALABAMA

This Past Costs Funding Agreement ("Agreement") for the Capitol City Plume Proposed Superfund Site ("Site") in Montgomery, Alabama, is made as of this ____ day of _____, 2014, by and between the Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety, the Alabama Department of Education, the Alabama Department of Transportation, the Water Works and Sanitary Sewer Board of the City of Montgomery, Montgomery County Commission, the City of Montgomery, and The Advertiser Company, (collectively referred to herein as "the Members," or individually as "a Member").

WHEREAS, the Members do not believe they have any responsibility for the Capitol City Plume Proposed Superfund Site in Montgomery, Alabama ("the Site"), but believe it is in the interest of the community and the Members to address and resolve the United States Environmental Protection Agency's ("EPA's") proceedings and claims;

WHEREAS, EPA has indicated that it will settle its claims for past costs at the Site with the Members pursuant to Section 107 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9607, through a 122(h)(1) CERCLA Settlement Agreement for Recovery of Past Response Costs ("122(h)(1) Past Costs Settlement");

WHEREAS, without admitting any fact, responsibility, fault or liability in connection with the Site, the Members intend with this Agreement to: (1) work together in an effort to settle EPA's past costs claims for the Site; and (2) if a final settlement is reached, allocate among themselves responsibility for payment of the 122(h)(1) Past Costs Settlement with EPA as set forth in Exhibit A;

WHEREAS, this Agreement does not relate to the performance or the funding of any investigation, study, sampling, survey, monitoring, removal, remediation or other work at the Site, whether performed voluntarily or pursuant to an agreement with EPA or the Alabama Department of Environmental Management ("ADEM");

NOW THEREFORE, in consideration of the foregoing, the Members mutually agree as follows:

1. Purpose and Payments.

1.1. **Purpose.** It is the purpose of this Agreement that the terms hereof shall control the manner and means by which the Members will work together in an effort to resolve EPA's past costs claims at the Site including:

- (a) Organize and conduct negotiations with EPA or others concerning EPA's past costs at the Site;
- (b) Negotiate and finalize the 122(h)(1) Past Costs Settlement with EPA to resolve any past costs claim at the Site;
- (c) Determine and allocate contributions among the Members for

payments of the 122(h)(1) Past Costs Settlement with EPA;
and

- (d) Make timely payments of any settlement in accordance with the allocations set forth in Exhibit A.

1.2. Cooperation. The Members shall cooperate with each other to effectuate the purposes of this Agreement. As part of such cooperation, the Members shall attempt to make decisions other than those decisions specified in Paragraph 2.1(a) by consensus, and shall attempt to resolve any disputes through good faith negotiations.

1.3. Transfer of Regulatory Oversight of Site. The Members agree that any past costs settlement with EPA resulting in payments pursuant to this Agreement shall be conditioned upon the actual transfer of regulatory oversight of the Site from EPA to ADEM. Therefore, in the event EPA does not transfer oversight of the Site to ADEM, or ADEM does not agree to assume oversight of the Site, no Member shall have any obligation pursuant to this Agreement to make any payment of past costs.

2. Organization and Procedures.

2.1. Voting. Any decisions under this Agreement shall be voted upon as follows:

- (a) The following matters must be put to a vote and must receive the unanimous approval of all Members without regard to Voting Power in Paragraph 2.2 in order to become final: (1) any changes to the percentages or maximum payment amounts in Exhibit A; (2) approval of the 122(h)(1) Past Costs Settlement with EPA pursuant to Paragraph 4; and (3) amendment of this Agreement pursuant to Paragraph 15.
- (b) As to all other matters, the Members shall attempt to make decisions by consensus, but if put to a vote, all other matters shall be decided by a majority (more than 50%) of the Voting Power (as defined in Paragraph 2.2 of this Agreement) of the Members present in person or by proxy at the meeting, except that removal of a Member shall be decided by a two-thirds vote of the Voting Power, as provided in Paragraph 3.2 of this Agreement.

2.2. Voting Power. For any matter subject to decision by majority vote as provided in Paragraph 2.2(b) and for a decision as to removal of a Member pursuant to Paragraph 3.2, each Member shall have a vote ("Voting Power") as follows:

- (a) Each Member shall have a vote weighted in accordance with the percentage share of the Member with respect to payment of EPA's past costs as set forth in Exhibit A hereto.
- (b) Unless otherwise specified herein, all issues shall be decided

by a majority (more than 50%) of the Voting Power of the Members as defined in this Paragraph.

3. Withdrawal and Removal.

3.1. Withdrawal. Any Member may withdraw from participation in this Agreement upon written notice to the other Members or their designees, as of the date the notice is postmarked, subject to the following terms, conditions and exceptions:

- (a) If the 122(h)(1) Past Costs Settlement with EPA has already been finalized pursuant to this Agreement, then such withdrawing Member shall remain liable for its share of the 122(h)(1) Past Costs Settlement and also shall remain subject to the terms and conditions of Paragraphs 4, 5, 6, 7, 8, 10, 11, 12, 13, and 19.
- (b) If the 122(h)(1) Past Costs Settlement has not yet been finalized pursuant to this Agreement, then such withdrawing member shall remain subject to the terms and conditions applicable to withdrawing Members, including, but not limited to, Paragraph 8 hereof.

3.2. Removal of a Member. If any Member's interests or actions are regarded as contrary to the interests of the other Members, such Member may be removed from this Agreement by a vote of two-thirds of the Voting Power of the other Members present in person or by proxy at a meeting called for the purpose of considering such removal. Any Member that is removed shall remain liable for its share of any past costs it has agreed to pay under this Agreement prior to its withdrawal, and shall be subject to the terms and conditions applicable to withdrawing or removed Members, including, but not limited to, Paragraph 8 hereof. If a Member is removed after a vote to approve the 122(h)(1) Past Costs Settlement with EPA, such former Member shall be subject to the terms and conditions of Paragraphs 4, 5, 6, 7, 8, 10, 11, 12, 13, and 19.

4. Approval of Past Costs Settlement with EPA.

The 122(h)(1) Past Costs Settlement with EPA must be voted upon and unanimously approved by all Members pursuant to Paragraph 2.1(a) in order to become final. In the event of unanimous approval, all Members shall be responsible for their share of the costs of the past costs settlement as provided in Exhibit A. In the event a Member(s) does not approve the 122(h)(1) Past Costs Settlement with EPA, such non-settling Member(s) may withdraw from this Agreement or the other Members may vote to remove the non-settling Member(s) pursuant to Paragraph 3 of this Agreement. The remaining Members may then enter into the 122(h)(1) Past Costs Settlement with EPA, but this Settlement shall not be binding on the non-settling Member. The non-settling Member shall remain liable for its share of any past costs it has agreed to pay EPA under this Agreement prior to its withdrawal or removal.

5. Collection of Past Costs from Alliance Members and Interested Third Party Payments.

5.1. Member Payments. Members shall make timely payment of one-third of their allocated share

in Exhibit A to the City within twenty-one (21) calendar days after the Effective Date of the 122(h)(1) Past Costs Settlement with EPA. In accordance with the terms of the 122(h)(1) Past Costs Settlement with EPA, the City shall make payment on behalf of the Alliance of \$866,666.67 to EPA within thirty (30) calendar days after the Effective Date of the 122(h)(1) Past Costs Settlement. Within twenty-one (21) calendar days after the one-year anniversary of the Effective Date of the 122(h)(1) Past Costs Settlement with EPA, the Members shall make payment to the City of an additional one-third of their allocated share of past costs in Exhibit A plus any applicable interest due EPA. The City shall make payment on behalf of the Alliance of \$866,666.67 plus any applicable interest to EPA within thirty (30) calendar days after the one-year anniversary of the Effective Date of the 122(h)(1) Past Costs Settlement. Within twenty-one (21) calendar days after the two-year anniversary of the Effective Date of the 122(h)(1) Past Costs Settlement with EPA, the Members shall make payment to the City of the final one-third of their allocated share of past costs in Exhibit A plus any applicable interest due EPA. The City shall make payment on behalf of the Alliance of \$866,666.67 plus any applicable interest to EPA within thirty (30) calendar days after the two-year anniversary of the Effective Date of the 122(h)(1) Past Costs Settlement.

5.2 Payment Instructions. Members shall make payment to the City by certified check or electronic wire to:

‡ Regions Bank Special Revenue Account - Bank Routing # 062000019 City Account # 0202005018

Such payments shall include the Member's full name, the reference Site/Spill ID Number A4H7, and the EPA docket number for the 122(h)(1) Past Costs Settlement.

5.3. Interested Third Party Payments. The Alliance has been in discussions with interested third parties regarding making contributions to Site costs with the goal of collecting at least \$100,000 prior to the Effective Date of the 122(h)(1) Past Costs Settlement Agreement with EPA. Any funds collected by the Alliance from these third parties prior to the second anniversary of the Effective Date of the 122(h)(1) Past Costs Settlement Agreement with EPA, up to a maximum of \$100,000, shall be applied to off-set the maximum past cost amounts to be paid by the Members in proportion to each Member's allocation in Exhibit A.

6. Covenant to Pay EPA's Past Costs.

If a final 122(h)(1) Past Costs Settlement with EPA is approved by all Members pursuant to Paragraph 4 of this Agreement, each Member hereby covenants and agrees to: (1) make timely payment of its allocated share of past costs in Exhibit A to the City pursuant to Paragraphs 5.1 and 5.2; and (2) comply with the terms of the 122(h)(1) Past Costs Settlement between the Members and EPA, including, but not limited to, the deadline and procedures for payment of past costs to EPA; and (3) to pay all stipulated penalties and accrued interest due EPA or other Members as the result of any late or deficient payment by that Member. Any Member that is removed or withdraws from the Agreement pursuant to Paragraph 3 shall remain liable for its share of any past costs it has agreed to pay prior to its withdrawal or removal.

7. Denial of Liability.

This Agreement shall not constitute, be interpreted, construed or used as evidence of any

admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any Member, by Members as among themselves, or by any other person not a Member. However, nothing in this Paragraph 7 is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any party to this Agreement.

8. Reservation of Rights.

Nothing in this Agreement shall constitute, be interpreted, construed or used as a waiver of any Member's rights, claims or defenses against: (1) persons or entities not a party to this Agreement; or (2) any Member that withdraws or is removed pursuant to Paragraph 3.

9. Insurance.

The Members do not intend hereby to make any agreement that will prejudice any Member with respect to its insurers and, by entering into this Agreement, anticipate that the actions taken pursuant to this Agreement will benefit such insurers.

10. Successors and Assigns.

This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Member without the prior written consent of the other Members.

11. Acknowledgment of Contribution Bar.

11.1. Contribution Bar. Upon EPA signature of the 122(h)(1) Past Costs Settlement with the Members, the Members acknowledge that they are entitled to protection granted by EPA from any and all past costs contribution actions or claims, including without limitation, claims brought under Section 113 and 107 of CERCLA and Alabama statutory or common law claims. This Agreement shall in no way alter, modify, replace, or limit in any manner whatsoever the protections afforded the Members under the 122(h)(1) Past Costs Settlement with EPA.

11.2. Survival. This Paragraph 11 shall survive the termination of this Agreement.

12. Waiver and Release of Liability.

No Member or its representative shall be liable to any Member for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or omissions taken or made pursuant to this Agreement. However, nothing in this Paragraph shall constitute a waiver or release of any contribution or indemnification claim or potential claim by one Member against any other Member for matters not addressed within the scope of the 122(h)(1) Past Costs Settlement with EPA.

13. Covenant Not To Sue and Release.

13.1. Covenant. In consideration of the mutual undertakings in this Agreement, upon EPA signature of the 122(h)(1) Past Costs Settlement with the Members, each Member that is a party to the 122(h)(1) Past Costs Settlement ("Party") covenants not to sue and releases claims against the

other Parties and their officers, directors, employees or agents with respect to any claims or liability for EPA's past costs at the Site, except for any claims relating to the enforcement of this Agreement or any claims reserved or excluded from the scope of the 122(h)(1) Past Costs Settlement with EPA. The Parties expressly reserve the right, jointly and severally, to take such actions as may be necessary to collect or compel the payment by any other Party of any amounts due and payable pursuant to this Agreement under Paragraphs 5.1, 5.2, and 6, and any Party that makes a late payment to the City or EPA shall be responsible for any stipulated penalties associated with that Party's failure to pay, or make timely payment of, EPA's past costs at the Site pursuant to the terms of the 122(h)(1) Past Costs Settlement.

13.2. Survival. This Paragraph 13 shall survive the termination of this Agreement.

14. Effective Date.

The effective date of this Agreement shall be the date first stated above, regardless of when the Members affix their signatures, provided that all Members execute the Agreement.

15. Termination.

This Agreement shall terminate upon a vote of the majority of the Voting Power of the Members present in person or by proxy at a meeting of the Members called for the purpose of considering such termination. This Agreement shall automatically terminate following notice from EPA to the Members that all terms of the 122(h)(1) Past Costs Settlement with EPA have been fulfilled by the Members, provided however, that Paragraphs 7, 8, 10, 11, 12, and 13 shall survive termination of the Agreement.

16. Amendments.

As provided in Paragraph 2.1(a), this Agreement may be amended only by a unanimous vote of the Members present in person or by proxy at a meeting called for the purpose of considering such an amendment. Notwithstanding this provision, Paragraphs 11, 12, 13, and 16 are irrevocable and not subject to amendment.

17. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

18. Entire Agreement.

This Agreement constitutes the entire understanding of the Members with respect to EPA's past costs at the Site and supersedes any previous agreements entered into with respect to EPA's past costs at the Site.

19. Applicable Law.

For purposes of enforcement or interpretation of the provisions of the Agreement, the Members agree that the laws of the State of Alabama shall be applicable, and further agree not to

contest personal jurisdiction in the United States District Court for the Middle District of Alabama with respect to litigation brought for such purposes.

20. Separate Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Nature of Agreement.

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Members.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member:

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Member: Alabama Department of Transportation

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

Member: Montgomery County Commission, Alabama

Signed: _____
Print Name: _____
Title: _____
Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

Member: The Advertiser Company

Signed: _____
Print Name: _____
Title: _____
Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

EXHIBIT A

Capitol City Plume Proposed Superfund Site: Past Costs Allocation

The signatories to this Past Costs Funding Agreement (“Members”) agree to pay EPA’s past costs in the percentages and subject to the maximum amounts below.

Entity	Percentage Contribution	Maximum Dollar Value Contribution
The City of Montgomery*	21.6%	\$561,600
The County Commission of Montgomery*	14.4%	\$374,400
The Water Board*	14%	\$364,000
The Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety; the Alabama Department of Education; the Alabama Department of Transportation	30%	\$780,000
The Advertiser Company	20%	\$520,000
Totals:	100%	\$2.6 million

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State of Alabama
Department of Environmental Management

SETTLEMENT AGREEMENT FOR SITE RESPONSE

I. Introduction

This Site Response Agreement ("Agreement") is entered into by the Downtown Environmental Alliance ("Alliance") which consists of the City of Montgomery ("City"), The Advertiser Company ("Advertiser"), the Alabama Law Enforcement Agency ("ALEA") as successor-in-interest to the Alabama Department of Public Safety ("ADPS"), the Alabama Department of Education ("Education"), the Alabama Department of Transportation ("ALDOT"), Montgomery County Commission, and the Montgomery Water Works & Sanitary Sewer Board ("Water Board"), with the Alabama Department of Environmental Management ("ADEM") (collectively "the Parties"). This Agreement provides for the performance of site activities including the assessment and remediation of the area defined as the Capitol City Plume in Downtown Montgomery, Alabama (the "Site").

II. Responsibilities and Authorities of the Downtown Environmental Alliance and Its Members

The members of the Alliance maintain a separate agreement amongst themselves (the "Alliance Agreement") that defines their roles and responsibilities within the Alliance. All submittals to ADEM pursuant to this Agreement shall be signed by the City of Montgomery as the designated signatory pursuant to the Alliance Agreement to denote that they are official submittals of the Alliance.

The Alliance shall communicate changes in membership of the Alliance in writing to ADEM within thirty (30) business days. Specifically, should the City decide to leave the Alliance, and its responsibilities regarding this Agreement and the Alliance Agreement, a new signatory shall be designated and this Agreement shall be modified to reflect such changes.

III. Jurisdiction and General Provisions

This Agreement is entered into pursuant to the Alabama Environmental Management Act, Ala. Code, §§ 22-22A-1 through 22-22A-16, as amended, the Alabama Water Pollution Control Act, Ala. Code, §§ 22-22-1 through 22-22-14, as amended, the Hazardous Wastes Management and Minimization Act, Ala. Code, §§ 22-30-1 through 22-30-24, as amended, and the Alabama Hazardous Substance Cleanup Fund, Ala. Code, §§ 22-30A-1 through 22-30A-11, as amended.

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The participation of the Alliance in this Agreement shall not constitute or be construed as an admission or evidence that the Alliance or any of its members bear any responsibility or liability for any soil, soil-vapor, surface water, or groundwater contamination associated with the Site. Nothing in this Agreement may be used against the Alliance or any of its members except to enforce the terms of this Agreement in a court of competent jurisdiction. The Parties agree, subject to the terms of this Agreement and subject to provisions otherwise provided by statute, that upon issuance of a Notice of Completion by ADEM that this Agreement is intended to operate as a full resolution of all matters cited in this Agreement. The Parties agree that they are not relieved from any liability if they fail to comply with any provision of this Agreement. Furthermore, by signing this Agreement, ADEM acknowledges that the Alliance and its members do not waive any claims or defenses that they might raise in any proceeding involving third parties, ADEM, or any other governmental agency or person, except that in any action to enforce the terms of this Agreement, the Alliance and its members shall be limited to the defenses of Force Majeure, compliance with the Agreement, physical impossibility, or technical impracticability.

For purposes of this Agreement, and to facilitate record keeping at ADEM, this Site shall be known as the Capitol City Plume Site. All correspondence should reference the specific Site name.

IV. Parties Bound

This Agreement shall apply to and be binding upon ADEM, the Alliance, and their agents, successors, assigns, officers, directors, and principals. The signatories of this Agreement certify that they are authorized to execute and legally bind the Party they represent to this Agreement.

V. Statement of Purpose

This Agreement provides for the performance by the Alliance of an investigation and assessment of the Site and for the remediation of Site conditions as may be necessary because of the release of hazardous substances into the environment at or near the Site.

In entering into this Agreement, the mutual objectives of the Parties are to evaluate the horizontal and vertical extent of potential surface water and groundwater contamination at the Site, assess soil vapor and vapor intrusion risks, and to provide for the evaluation of any necessary work at the Site.

VI. Relevant Historical Information

For purposes of this Agreement, ADEM notes the following historical information:

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- A. The Capitol City Plume Site consists of government and private property with multiple, distinct plumes of tetrachloroethylene (PCE) contamination in an area of Downtown Montgomery. The Site is located in an area of mixed land use with the majority of the Site consisting of governmental and commercial office buildings.
- B. In approximately 1991 to 1992, detectible concentrations of PCE were encountered in Well 9W, located within the Board's North Well Field (approximately 0.25 to 0.5 mile northwest of the Retirement Systems of Alabama [RSA] Tower energy plant). In response to this discovery, the Board closed the entire North Well Field and abandoned all of the wells associated with it, except for Well 9W, which was left in-place for environmental testing.
- C. In approximately 1993, workers performing excavation work for the construction of an energy plant associated with the RSA Tower energy plant discovered PCE in the excavation for the foundation of the facility. The soil and free-phase liquid were removed before completion of the facility.
- D. From September 1993 to September 1994, ADEM's Special Projects Branch collected groundwater samples from four wells as well as soil samples near the construction location of RSA energy plant.
- E. In February 1995, ADEM produced a *Preliminary Assessment Report* which concluded from groundwater and soil gas survey data that six (6) PCE groundwater plumes, as well as, six (6) benzene, toluene, ethyl benzene and xylenes (BTEX) plumes exist within thirty (30) city blocks of Downtown Montgomery. On March 7, 1996, ADEM produced a Site Investigation Report that recommended the Site be considered for placement on the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) National Priorities List (NPL).
- F. In 1999, EPA contracted Black and Veatch Special Project Corp. ("Black and Veatch") to begin developing a work plan for a remedial investigation (RI). Three *Data Evaluation Reports* were produced for EPA in September 2000, June 2001, and July 2002 to evaluate existing data for the Site and included further sample data collected by Black and Veatch as part of the RI work plan.
- G. In a March 29, 1999 memo, the EPA remedial project manager at the Capitol Site concluded that, "the City of Montgomery's groundwater is contaminated with tetrachloroethylene, which is suspected to come from dry cleaners, and BTEX which probably comes from gasoline stations." In a November 2000 public presentation, EPA identified over 45 dry cleaners that operated in Downtown Montgomery between 1905 and 2000.
- H. On May 11, 2000, the EPA published its proposal to include the Capitol City Plume Site on the CERCLA NPL.

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- I. On July 7, 2000, the City of Montgomery Mayor's and State of Alabama Governor's offices sent letters requesting that EPA defer listing the Capitol City Plume on the NPL.
- J. In September 2002, EPA issued an Administrative Order to the City of Montgomery (City) for completion of a Feasibility Study (FS).
- K. On November 8, 2002, EPA submitted a *Remedial Investigation Report*. The *RI Report* concluded that sample data indicates that there are two PCE plumes.
- L. In January 2003, the City submitted a *FS Work Plan*. In October 2003, the City submitted a Final Feasibility Study.
- M. On January 16, 2004, ADPH issued a Public Health Assessment for public comment. The Final Release was issued on December 2, 2004. It concluded that the Site presented *No Apparent Public Health Hazard* with respect to 1) drinking water because no municipal or residential wells in use at the time were known to be contaminated, 2) municipal Well 9W which was taken out of service once PCE was detected, and 3) use of a shallow groundwater industrial well for daily vehicle washing operations. However, the Site presented an *Indeterminate Public Health Hazard* with respect to 1) potential future exposures to groundwater due to migration of contaminants toward the North Well Field, and 2) future excavation workers since contaminant levels and exposure times were not yet known. Finally, vapor intrusion was unlikely since contaminated groundwater is approximately 50 feet below ground surface.
- N. On August 20, 2007, the City submitted a *Groundwater Monitoring Report*.
- O. On June 28, 2010, EPA submitted a *Report on the Continued Monitoring of Contamination in Shallow Groundwater within the Capital City Plume Site*.
- P. In 2011, the U.S. Geological Survey (USGS) submitted a *Final Investigation of the Potential Source Area, Contamination Pathway, and Probable Release History of Chlorinated-Solvent-Contaminated Groundwater at the Capital City Plume Site, Montgomery, AL, 2008-2010* on behalf of the EPA.
- Q. In 2011, the USGS began a multi-phase indoor air and soil vapor study using Summa canisters and GORE samplers. The investigations were conducted due to odor complaints received by EPA at the Montgomery County Courthouse Annex building (formerly owned by the Advertiser) and the Attorney General's Office (formerly occupied by ALDOT and ALEA).
- R. On June 11, 2012, the City requested that the EPA allow the City to organize a group of stakeholders to prepare an action plan under the oversight of the ADEM. EPA authorized the City to prepare the Action Plan on November 14, 2012. The

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Action Plan was submitted on February 12, 2013 and revised in December 2013 and March 2014. EPA sent a letter to the City with terms for formal Deferral of the Site from the proposed listing on the NPL to oversight under ADEM on May 13, 2014.

- S. The information in Paragraphs A through R above is not intended by ADEM or the Alliance to be a complete recitation of the history of this Site.

VII. Definition of the Site

The area known as the Capitol City Plume ("the Site") is defined as shown on the attached Figure 1.

VIII. Work to Be Performed

Unless otherwise specified herein, all investigations, assessments, and other work conducted at the Site under this Agreement will be performed by the Alliance. The following actions are to be performed in accordance with the schedule specified in Table 1.:

- A. The Alliance shall develop and submit a Community Involvement and Outreach Plan. The plan shall identify key stakeholders and target audiences along with communication strategies (i.e., periodic press releases) to be implemented throughout the project that will encourage participation and feedback from the community. The Alliance shall implement the plan upon approval by ADEM.
- B. The Alliance shall develop and submit a Supplemental Environmental Investigation (EI) Work Plan that provides 1) a comprehensive overview of existing Site data collected from all investigations to date, 2) a detailed evaluation of whether the extents of the groundwater plumes have been defined sufficiently to perform a risk assessment and alternatives assessment, and identify data gaps that must be filled to complete the assessment(s), 3) a description of the activities necessary to conduct further assessment and/or investigation of the Site necessary to fill such data gaps, and 4) a description of activities necessary to evaluate the potential for current and future vapor intrusion risks due to soil and groundwater contamination at the Site. The Alliance shall implement the work plan upon approval by ADEM.
- C. The Alliance shall prepare and submit a Supplemental EI Report to ADEM that includes an evaluation of the data collected during the investigation activities described in the EI Work Plan, together with all other assessment and investigation data from the Site.
- D. The Alliance shall prepare and submit a Risk Assessment/Alternatives Analysis Report. The Risk Assessment shall address the issues and concerns raised in the December 2, 2004 Public Health Assessment. This assessment shall also present

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any human health risks that presently exist and/or may exist in the future based on current information known about the Site. This report also shall present the Alliance's evaluation of remedial alternatives and identification of its recommended alternative(s). To develop proposed alternatives, the Alliance may weigh various factors, including, but not limited to, overall protection of human health and the environment, ability to achieve cleanup goals, long term effectiveness, implementability, community acceptance, and cost. Remedial actions may include, but are not limited to, no action, passive, and/or active treatment, as appropriate.

- E. The Alliance shall prepare and submit its Remedial Action (RA) Plan that presents the development of proposed performance standards and the Alliance's proposal for remediation of the Capitol City Plume Site. The RA Plan shall include, but not be limited to, design drawings, technical specifications, modeling parameters, groundwater monitoring and reporting schedules, and procedures for management of areas of the site to meet remedial performance standards and mitigate potential human health risks. The RA Plan shall include an implementation schedule. If the plan requires long-term operation and maintenance (O&M), an O&M Plan shall be incorporated. The RA Plan shall be placed on public notice by ADEM for a public comment period of 45 days prior to final approval.
- F. Upon approval of the Remedial Action Plan by ADEM, ADEM shall request that EPA de-propose the Site from the NPL.
- G. Also upon approval of the Remedial Action Plan by ADEM, the Alliance will implement the plan and submit a final Remedial Action Report to ADEM including (as applicable), but not limited to, a description of remedial construction activities, copies of survey plats, maps, etc. and documentation of legal and administrative controls, including ordinances, if the remedy includes land use controls, monitoring data, and certification by a professional engineer registered in the State of Alabama that the remedy is operational and functioning as designed.
- H. If the time required to implement the remedy(ies) exceeds 180 days, the Alliance shall submit Remedial Action Progress Reports to ADEM in accordance with the approved schedule in the RA Plan.
- I. Upon successful attainment of all remedial performance standards and successful completion of any required O&M, monitoring, and other components of the approved remedy(ies), the Alliance shall prepare and submit a Final Report Upon Completion to ADEM.
- J. All plans prepared under this Agreement shall include, unless otherwise approved by ADEM, an implementation schedule, an appropriate milestone submittal schedule, and provisions for implementing appropriate quality assurance and

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quality control procedures. Those activities which are included in Table 1. will be submitted to ADEM for review and comment in accordance with the submittal schedule.

- K. Upon receipt of ADEM review comments, the Alliance shall revise any submittals to address ADEM comments. The Alliance shall prepare and transmit final submittals to ADEM within 60 days from the date of receipt of ADEM comments, unless otherwise agreed on by the parties.
- L. The Alliance shall adhere to any schedule for submittals and major milestones presented in Table 1. and any modifications to said schedule. The Alliance may submit a request for extension for any activity included in Table 1. if it cannot meet the submittal schedule. It shall be at ADEM's discretion whether to approve or deny the request. Individual documents/reports or plans may be submitted which address multiple activities listed in Table 1.

IX. Obligations of the Parties

Unless otherwise specified herein, all actions required by this Agreement shall be subject to the following stipulations:

- A. All actions performed by or on behalf of the Alliance shall be under the direction and supervision of a qualified professional engineer or registered geologist licensed to practice in the State of Alabama or other qualified professional with specific expertise and experience in site characterization, investigation and cleanup.

Actions performed by or on behalf of the Alliance under this Agreement shall be conducted in a manner consistent with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP") promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. §9605, codified at 40 CFR Part 300, and with applicable EPA policies and guidance, and with applicable Alabama law and ADEM regulations, policies, and guidance.

- B. In pursuing activities under this Agreement, the Parties shall cooperate and seek to establish mutual objectives, as jointly agreed upon by the Parties, to further evaluate and provide any required remediation of Site conditions.
- C. The Alliance shall provide reimbursement to the Alabama Hazardous Substance Cleanup Fund for ADEM's reasonable costs of overseeing the response actions to be undertaken at the Site by the Alliance as provided in Section XII. of this Agreement.
- D. Reports, work plans, data, and other correspondence to be submitted to ADEM pursuant to this Agreement should be sent to:

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Chief, Governmental Hazardous Waste Branch
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, Alabama 36130-1463

Express mail, overnight or hand deliveries should be sent to:

Chief, Governmental Hazardous Waste Branch
Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, Alabama 36110-2059

Telephone: (334) 271-7739

E. Correspondence to the Alliance should be sent to:

Mayor
City Hall, Room 206,
103 North Perry Street
Montgomery, AL 36104

Telephone: (334) 241-2000

Express mail or overnight deliveries should be sent to:

Mayor
City Hall, Room 206,
103 North Perry Street
Montgomery, AL 36104

Telephone: (334) 241-2000

F. ADEM shall arrange for oversight and review of all activities conducted under this Agreement.

X. Submittals

Major submittals required under this Agreement are presented in Table 1. ADEM reserves the right to review, comment on, and request changes to all plans, proposals, reports, studies, and data submitted under this Agreement prior to implementation thereof. ADEM shall specify the type and number of copies of plans, reports, studies, and data submitted under this Agreement in accordance with applicable laws. Unless stated otherwise, the Alliance shall submit three (3) copies of all draft and final documents to ADEM, in addition to one copy maintained in any public repository that

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may be established under this Agreement. ADEM agrees not to unreasonably withhold or delay approval of any such plans and proposals.

XI. Participation in Community Relations Activities

ADEM shall give the Alliance at least seven days advance notice of media releases or public meetings that ADEM may hold or sponsor to explain activities at or concerning the Site or the presence of contaminants or pollutants nearby, except when special circumstances arise or when information must be provided to the public on an emergency basis. If an emergency media release is necessary, ADEM shall give the Alliance notice immediately prior to or immediately upon issuance of the media release.

XII. Reimbursement of ADEM's Oversight Costs

- A. Within ninety (90) days after the completion of each quarterly anniversary date under this Agreement, ADEM shall prepare and submit to the Alliance an invoice for the reasonable oversight costs for work on this Site incurred by ADEM during the preceding quarter, together with documentation describing such costs, for reimbursement into the Alabama Hazardous Substance Cleanup Fund in accordance with the Alabama Hazardous Substance Cleanup Fund Act, Ala. Code, §§ 22-30A-1 to 22-30A-11, as amended.
- B. The Alliance shall reimburse all properly documented costs of ADEM's oversight activities at the Capitol City Plume Site, as stipulated in Paragraph IX.C. of this Agreement, by payment to the Alabama Department of Environmental Management within sixty (60) days of receipt of ADEM's invoice.
- C. Any payment by the Alliance or its members under this Section shall not constitute or be evidence of any admission by the Alliance or its members of any liability to ADEM or to any other person or entity with respect to the Site. The check shall be made payable to "The Alabama Department of Environmental Management," specifically reference the Site Number, and be forwarded to:

Alabama Department of Environmental Management
Attn: Chief, Fiscal Branch
P.O. Box 301463
Montgomery, Alabama 36130-1463

- D. ADEM shall make a reasonable effort, as staff availability allows, to respond to each major deliverable as outlined in Table 1, and for other general project matters, in a timely manner.
- E. The Alliance shall reimburse ADEM for its oversight costs pursuant to this Agreement for the duration of the activities required by this Agreement. ADEM shall provide the Alliance with an estimate of its expected regulatory oversight

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costs for each new fiscal year, to assist the Alliance with its budget planning. The cost estimate for each new fiscal year shall be provided to the Alliance by July 1 of the previous fiscal year. These estimates will include quarterly projections of such costs, along with a description of the expected staffing needs and scope of such costs. ADEM shall invoice actual costs incurred. ADEM will advise the Alliance in writing within thirty (30) days of becoming aware that its costs significantly exceed its estimates.

- F. Should the Alliance and ADEM be unable to reach agreement with respect to the payment of any claim by ADEM for its oversight costs, the Alliance shall have the right to invoke the dispute resolution under Section XIII. below.

XIII. Dispute Resolution

It is the intent and expectation of ADEM and the Alliance that any issues related to the implementation of this Agreement will be resolved informally to the extent possible. For matters which cannot be resolved informally, if the Alliance objects to any ADEM decision pertaining to (i) the payment of oversight costs pursuant to Section XII. above, or (ii) the performance of the work under this Agreement, then the Alliance shall notify ADEM in writing of its objections within twenty-one (21) days of receipt of the decision or dispute regarding payment. The Parties shall have an additional thirty (30) days from ADEM's receipt of the written notification of such an objection in which to reach agreement. Dispute resolution will be conducted at ADEM by a committee comprised of the Director of ADEM and Land Division Chief, and up to two representatives from the Alliance. If agreement cannot be reached on any issue within the 30 day period, each party reserves all rights and defenses regarding such matter, and ADEM shall have the right to (i) seek an order in a court of competent jurisdiction to compel action by the Alliance, or (ii) take any other legal or administrative action authorized by law. In any such proceeding, the Alliance fully reserves all rights and defenses to contest such action.

XIV. Compliance with Law

All activities required under this Agreement shall be performed in compliance with all applicable federal, state and local laws and regulations.

XV. Termination

All obligations of the Parties under this Agreement shall terminate upon satisfactory completion (as determined in writing by ADEM) of the work set forth in Section VIII. of this Agreement. Once it has been determined that all activities required under Section VIII. of this Agreement have been satisfactorily completed, the Alliance shall submit a request for termination of this Agreement to ADEM. Upon completion of ADEM's review of the request and supporting documentation and a determination by ADEM that termination of the Agreement is appropriate, ADEM shall confirm such

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determination in writing. ADEM agrees not to unreasonably withhold the issuance of any such determination.

XVI. Reservation of Rights

- A. ADEM and the Alliance reserve all rights against all non-parties to this Agreement. This Agreement shall not be construed to provide any rights, interests, or benefits to non-parties.
- B. ADEM reserves the right to perform clean-up and to seek recovery of costs from any potentially liable parties.
- C. The Alliance expressly denies liability as set forth in Section III. of this Agreement, reserves its rights to deny liability and to defend any claims brought against it by any party, and reserves its right to bring an action against any potentially liable party that is not a party to this Agreement for the recovery of costs, including attorney's fees and costs previously incurred, and all such fees and costs incurred to prosecute the cost recovery action.

XVII. Force Majeure

A Force Majeure event is defined as any event arising from causes that are not reasonably foreseeable and are beyond the reasonable control of the Alliance, including its contractors and consultants (i.e., causes which could have been overcome or avoided by the exercise of reasonable due diligence will not be considered to be beyond the reasonable control of the Alliance) and which delays or prevents performance. Changed economic circumstances, normal precipitation events, and failure to obtain federal, state or local permits shall not constitute a Force Majeure event. Any request for a modification of a deadline must be accompanied by the reasons (including documentation) for each extension and the proposed extension time. This information shall be submitted to ADEM within ten (10) business days of when the Alliance obtained, or should have obtained, knowledge of the Force Majeure event, or, when possible, a minimum of two (2) business days prior to the original anticipated completion date, whichever is sooner. If ADEM, after review of the extension request, finds the work was delayed because of conditions beyond the control and without the fault of the Alliance, ADEM may extend the time as justified by the specific circumstances. ADEM may also grant any other additional time extension for good cause shown but is not obligated to do so.

XVIII. Good Faith Settlement

This Agreement was negotiated in good faith by ADEM and the Alliance. Accordingly, the Parties intend that this Agreement shall constitute an administratively approved settlement of the matters covered by this Agreement. Therefore, by entering into and carrying out the terms of this Agreement, ADEM agrees that all claims it had or

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has against the Alliance, its Members, employees in both their official and individual capacities, and its agents, servants, contractors or consultants, whether administrative or otherwise, are fully resolved for matters covered by this Agreement. This Agreement is limited to the matters contained herein and does not preclude ADEM from taking enforcement action regarding any unrelated violation of law or regulation administered by ADEM.

XIX. Other Claims

ADEM is not liable for any personal injuries or property damage arising from the acts or omissions of the Alliance, or their principals, contractors, agents or employees, in the execution of activities required by this Agreement. ADEM is not liable as a party to any contract executed by the Alliance in furtherance of this Agreement. The Alliance shall not be liable for the contracts, acts or omissions of ADEM, its agents, employees or contractors in the execution of ADEM's duties under this Agreement.

XX. Subsequent Modification

This Agreement may be amended only in writing and only by the mutual agreement of the Parties. The Parties expressly understand and agree that an amendment or revision approved by the Parties may be limited to a specific part, section, provision, or table of this Agreement or any portion of said part, provision or table without any requirement to replace or revise any other portion of the Agreement or any requirement for execution of a new agreement. This Agreement shall apply in full force and effect to all members of the Alliance, including any member that joins the Alliance following the execution of this Agreement. Modification of this Agreement shall not be required in the event a member joins the Alliance or leaves the Alliance, unless the member leaving the Alliance is the designated signatory, pursuant to Section II. of this Agreement.

XXI. Severability

The provisions of this Agreement are severable and if any provision of this Agreement, or the application of any provision of this Agreement to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this Agreement shall not be affected thereby. Invalidity of any State or Federal statutory or regulatory provision which forms the basis for any condition of this Agreement does not affect the validity of any other State or Federal statutory or regulatory basis for said condition.

XXII. Cooperation

The Parties hereby mutually agree to cooperate with each other to the fullest extent possible in the implementation of this Agreement.

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For Downtown Environmental Alliance
By the Mayor of the City of Montgomery

Name: _____

Print Name

Title: _____

Date: _____

For Alabama Department of Environmental Management

Name: _____

Print Name

Title: _____

Date: _____

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Table 1.
Summary of Deliverables

Deliverable	Due
Community Involvement and Outreach Plan	60 days after execution of Agreement
Supplemental Environmental Investigation Work Plan	120 days after execution of Agreement
Supplemental Environmental Investigation Report	9 months after approval of EI Work Plan
Risk Assessment/Alternatives Analysis Report	120 days after concurrence with EI Report
Remedial Action Plan (may be combined with Risk Assessment/AA Report)	60 days after concurrence with Risk Assessment/AA Report. If the RA Plan is combined with the Risk Assessment/AA Report as a single submittal, the combined document shall be submitted within 180 days after concurrence with the EI Report
Remedial Action Report	Within 60 days of completing implementation of remedial action
Remedial Action Progress Report (if warranted)	To be submitted according to the schedule described in the Remedial Action Plan, as approved by ADEM and as required in Paragraph VIII.I.
Final Report Upon Completion	Within 60 days of attaining performance standards and completing all requirements of the Remedial Action Plan

**DOWNTOWN ENVIRONMENTAL ALLIANCE MEMBER AUTHORIZATION FOR
MAYOR OF THE CITY OF MONTGOMERY TO EXECUTE SETTLEMENT
AGREEMENT FOR SITE RESPONSE WITH THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

The City of Montgomery, the Montgomery County Commission, the State of Alabama, The Advertiser Company, and the Water Works & Sanitary Sewer Board of the City of Montgomery, have organized and constituted themselves as the Downtown Environmental Alliance ("Alliance") to address and resolve issues with the U.S. Environmental Protection Agency ("EPA") relating to the Capitol City Plume Proposed Superfund Site in Montgomery, Alabama ("Site"). The Alliance requested and agreed in principle with the EPA on a formal Deferral of the Site from EPA to oversight under Alabama Department of Environmental Management ("ADEM"). Pursuant to this request and agreement for deferral to ADEM, representatives of the members of the Alliance have agreed with ADEM on the terms of a Settlement Agreement for Site Response. The Settlement Agreement for Site Response with ADEM provides for the performance of site activities, including the assessment and potential remediation of the Site.

The members of the Alliance, by their signatures below, agree and delegate to the Mayor of the City of Montgomery the authority to execute the Settlement Agreement for Site Response with ADEM on behalf of the Alliance and each of the following represent that he/she are authorized to grant this authority on behalf of the Parties for whom they are purporting to sign.

Member: State of Alabama

Signed: _____
Print Name: _____
Title: _____
Date: _____

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

Signed: _____
Print Name: _____
Title: _____
Date: _____

Member: Montgomery County Commission, Alabama

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: The Advertiser Company

Signed: _____

Print Name: _____

Title: _____

Date: _____

SETTLING PARTIES (Listed in Appendix A)

PROCEEDING UNDER SECTION
122(h)(1) OF CERCLA
42 U.S.C. § 9622(h)(1)

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated from the Regional Administrator through the Director of the Superfund Division (formerly the Waste Management Division), to the Chief of the Superfund Enforcement and Information Management Branch, by EPA Regional Delegation R-14-14-D.

2. This Settlement Agreement is made and entered into by EPA and the parties listed in Appendix A ("Settling Parties"). Each Settling Party consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Capitol City Plume Superfund Site ("Site") located in Montgomery, Montgomery County, Alabama. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

5. In performing response action, EPA has incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

7. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

8. Settling Parties presented information to EPA regarding the significant fiscal limitations of the governmental Settling Parties, which bear a substantial portion of the costs of this Settlement Agreement, and that information was taken into account by EPA in the payment provisions of Paragraph 11 (Payment by Settling Parties for Past Response Costs) of this Settlement Agreement.

III. PARTIES BOUND

9. This Settlement Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or its appendices, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next working day.

"DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVII.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at http://www.epa.gov/ocfopage/finstatement/superfund/int_rate.htm.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA and Settling Parties.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through the Effective Date, plus accrued Interest on all such costs through such date.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Settling Parties” shall mean those parties identified in Appendix A.

“Site” shall mean the Capitol City Plume Superfund Site located in downtown Montgomery, Montgomery County, Alabama, and the areal extent of contamination that has emanated from the Site.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. PAYMENT OF PAST RESPONSE COSTS

11. Payment by Settling Parties for Past Response Costs. Settling Parties shall pay to EPA the principal amount of \$2,600,000.00, plus Interest, which shall commence to accrue 30 days after the Effective Date. A payment of \$866,666.67 shall be due 30 days after the Effective Date. A payment of \$866,666.67 plus Interest shall be due within 30 days after the one year anniversary of the Effective Date. A payment of \$866,666.66 plus Interest shall be due within 30 days after the two year anniversary of the Effective Date. Settling Parties may at their discretion accelerate payments, and balances due and Interest shall be reduced accordingly.

12. Settling Parties shall make payment to EPA by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

Such payments shall reference Site/Spill ID Number A4H7 and the EPA docket number for this action.

13. Deposit of Payment. The total amount to be paid by Settling Parties pursuant to Paragraph 11 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

14. Notice of Payment. At the time of payment, Settling Parties shall send notice that payment has been made to EPA in accordance with Section XIII (Notices and Submissions) to:

Paula V. Painter
Environmental Protection Specialist
SD-SEIMB, 11th Floor
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number A4H7 and the EPA docket number for this action.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

15. Interest on Late Payments. If any Settling Party fails to make any payment required by Paragraph 11 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 11 (Payment by Settling Parties for Past Response Costs) are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15, \$500.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. Settling Parties shall identify all payments to EPA under this Paragraph as "stipulated penalties," shall reference Site/Spill ID Number A4H7 and the EPA docket number for this action, and shall be made by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

c. At the time of payment, Settling Parties shall send notice that payment has been made as provided in Paragraph 14 (Notice of Payment).

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

17. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. The obligations of Settling Parties to pay amounts owed to EPA under this Settlement Agreement are joint and several. In the event of the insolvency of any Settling Party or the failure by any Settling Party to make the payments required under this Settlement Agreement, the remaining Settling Parties shall be responsible for such payments.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Settlement Agreement.

VII. COVENANTS BY EPA

20. Covenants for Settling Parties by EPA. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Parties of their obligations under this Settlement Agreement. These covenants extend only to Settling Parties and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

21. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within Paragraph 20 (Covenants for Settling Parties by EPA). Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANTS BY SETTLING PARTIES

23. Covenants by Settling Parties. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs and this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Alabama, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and
- c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs.

24. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

25. Waiver of Claims by Settling Parties.

a. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) De Micromis Waiver. For all matters relating to the Site against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) De Minimis/Ability to Pay Waiver. For response costs relating to the Site against any person that in the future enters into a final CERCLA Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. Exceptions to Waivers.

(1) The waivers under this Paragraph 25 (Waiver of Claims by Settling Parties) shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Settling Party.

(2) The waiver under Paragraph 25.a(1) (*De Micromis* Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

26. Except as provided in Paragraph 25 (Waiver of Claims by Settling Parties), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section IX (Covenants by Settling Parties), each of the Settling Parties expressly reserves any and all rights (including, but not

limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

27. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs.

28. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

29. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

30. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants by EPA set forth in Section VII (Covenants by EPA).

31. Effective upon signature of this Settlement Agreement by a Settling Party, such Settling Party agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Settling Party the payment(s) required by Section V (Payment of Past Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 27, and that, in any action brought by the United States related to the "matters addressed," such Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Parties that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XI. ACCESS TO INFORMATION

32. Settling Parties shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

33. Privileged and Protected Claims.

a. Settling Parties may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 33.b, and except as provided in Paragraph 33.c.

b. If Settling Parties assert a claim of privilege or protection, they shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Parties shall provide the Record to EPA in redacted form to mask the privileged or protected information only. Settling Parties shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Parties' favor.

c. Settling Parties may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Parties are required to create or generate pursuant to this Settlement Agreement.

34. **Business Confidential Claims.** Settling Parties may assert that all or part of a Record submitted to EPA under this Section or Section XII (Retention of Records and Certification) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Parties shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which Settling Parties assert a business confidentiality claim. Records submitted to EPA determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Parties that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Parties.

35. Notwithstanding any provision of this Settlement Agreement, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions relating thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XII. RETENTION OF RECORDS AND CERTIFICATION

36. Until 7 years after the Effective Date, each Settling Party shall preserve and retain all non-identical copies of Records (including records in electronic form) now in its possession or control, or that come into its possession or control, that relate in any manner to liability under CERCLA with respect to the Site, provided, however, that Settling Parties who are potentially responsible as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any person under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

37. After the conclusion of the 7-year record retention period, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided in Paragraph 33 (Privileged and Protected Claims), Settling Parties shall deliver any such Records to EPA.

38. Each Settling Party certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XIII. NOTICES AND SUBMISSIONS

39. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA:

Paula V. Painter
Environmental Protection Specialist
SD-SEIMB, 11th Floor
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303

As to Settling Parties:

Office of the Mayor or/and City Attorney
City of Montgomery, Alabama
Post Office Box 1111

XIV. INTEGRATION/APPENDICES

40. This Settlement Agreement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: "Appendix A" is a complete list of the Settling Parties; and "Appendix B" is the map of the Site.

XV. PUBLIC COMMENT

41. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVI. ATTORNEY GENERAL APPROVAL

42. The Attorney General or his or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XVII. EFFECTIVE DATE

43. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 41 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY

By:

Anita L. Davis, Chief
Superfund Enforcement and
Information Management Branch
Superfund Division
Region 4

Dated

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2015-3752, relating to the Capitol City Plume Superfund Site located in Montgomery, Montgomery County, Alabama:

FOR _____:
City of Montgomery

By: _____
Name
Title
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101

Dated

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2015-3752, relating to the Capitol City Plume Superfund Site located in Montgomery, Montgomery County, Alabama:

FOR _____:
Water Works and Sanitary Sewer Board of the City of Montgomery

By: _____
Name _____ Dated _____
Title _____
Water Works and Sanitary Sewer Board of the City of Montgomery
Montgomery, Alabama 36110

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2015-3752, relating to the Capitol City Plume Superfund Site located in Montgomery, Montgomery County, Alabama:

FOR _____:
Montgomery County Commission

By: _____ Dated _____
Name
Title
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2015-3752, relating to the Capitol City Plume Superfund Site located in Montgomery, Montgomery County, Alabama:

FOR _____:
State of Alabama

By: _____
David Byrne

Dated

Chief Legal Advisor
Office of the Governor
Alabama State Capitol
600 Dexter Avenue, Suite NB-05
Montgomery, Alabama 36130

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2015-3752, relating to the Capitol City Plume Superfund Site located in Montgomery, Montgomery County, Alabama:

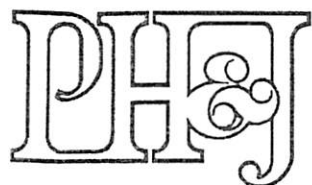
FOR _____:
The Advertiser Company

By: _____
Name _____ Dated _____
Title _____

425 Molton St.
Montgomery, Alabama 36104

Appendix A (Settling Parties)

1. City of Montgomery
Office of the Mayor
City of Montgomery, Alabama
Post Office Box 1111
Montgomery, Alabama 36101
2. Montgomery County Commission101 South Lawrence Street
Montgomery, Alabama 36104
3. State of Alabama
Chief Legal Advisor
Office of the Governor
Alabama State Capitol
600 Dexter Avenue, Suite NB-05
Montgomery, Alabama 36130
4. Water Works and Sanitary Sewer Board of the City of Montgomery
5301 Jack Drive
Montgomery, Alabama 36110
5. The Advertiser Company
425 Molton St.
Montgomery, Alabama 36104



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

May 27, 2015

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Renovations to the Griel Mansion for the Montgomery County Public Defenders
PH&J Project # 1208-GVG

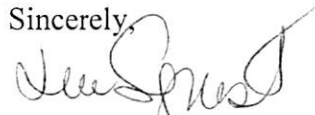
Dear Mr. Mims:

Enclosed are four copies of **Change Order #6** on the above referenced project for your review and approval.

After the documents have been signed, please return to our office to my attention for further processing.

Thank you for your assistance in expediting these documents.

Sincerely,



Jennifer Segrest

Cc - file
Enclosures

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Renovations & Alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defenders Office	CHANGE ORDER NUMBER: 006 DATE: May 27, 2015	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Holley-Henley Builders, Inc. 438A Twain Curve Montgomery, AL 36117	ARCHITECT'S PROJECT NUMBER: 1208GVG CONTRACT DATE: October 10, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

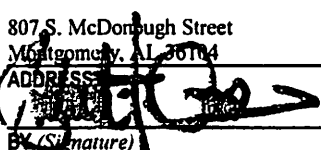
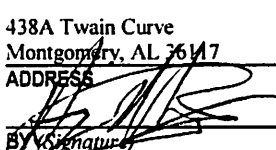
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
DEDUCT Justification of project's security allowance.....\$(40,000.00)

TOTAL.....\$(40,000.00)

The original Contract Sum was	\$	354,585.00
The net change by previously authorized Change Orders	\$	62,357.06
The Contract Sum prior to this Change Order was	\$	416,942.06
The Contract Sum will be increased ^{decreased} by this Change Order in the amount of	\$	-40,000.00
The new Contract Sum including this Change Order will be	\$	376,942.06
The Contract Time will be increased ^{decreased} by Zero (0) days.		
The date of Substantial Completion as of the date of this Change Order therefore is		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc. ARCHITECT (Firm name) 807 S. McDonough Street Montgomery, AL 36104 ADDRESS  BY (Signature) Patrick Addison, Vice President (Typed name) 5-27-2015 DATE	Holley-Henley Builders, Inc. CONTRACTOR (Firm name) 438A Twain Curve Montgomery, AL 36117 ADDRESS  BY (Signature) Hoyt Henley, Jr., Vice President (Typed name) DATE	Montgomery County Commission OWNER (Firm name) P.O. Box 1667 Montgomery, AL 36102 ADDRESS BY (Signature) Elton Dean, Sr. Chairman (Typed name) DATE
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User Notes: (808146499)

1

21-3

CHANGE ORDER NUMBER SIX SUMMARY SHEET

Renovations to the Griel Building for the Montgomery County Public Defenders Office

PH&J #1208-GVG

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
-------------	--------------	--------------------	-------------	-------------

Allowance Justification:

A	-	Justification of Project's Security Allowance	(\$40,000.00)	-
----------	---	---	---------------	---

TOTALS

(\$40,000.00) 0

RFP = Request for Proposal Number

ITEM A

2 D. UNIT PRICES:

1. **General:** Include under each unit price requested all overhead, profit and other related costs associated with the item. Upon request, supply an accounting of the unit price proposed indicating the computation of labor and material costs, overhead and profit. Markups for profit must not exceed any restrictions stated in General or Supplementary Conditions. Bid Proposals bearing unit prices which are obviously excessive and not justifiable, may be rejected.
2. **Prices Requested:** Supply unit prices listed on Proposal Form. Refer to individual Sections for detailed description of special unit prices required.

End of Section

2. **Allowances (Section 0101.C):** Delete the word "NONE" and add the following paragraphs:

"C. ALLOWANCES (see GC Article 3.8)

1. **General:** Unless stated otherwise, allowances for materials include cost of delivery to job site with all applicable sales taxes paid. Costs related to job storage, uncrating, installation and contractor's profit and overhead are not included and shall be adequately covered otherwise in the Contract Sum. Items included hereunder shall be selected by the Architect or Owner, purchased by the Contractor, and included under the general warranty (unless the Contractor makes reasonable objections to warranty in writing prior to purchase).

No order for work covered by an allowance may be placed by the Contractor until the accounting therefore has been submitted in writing and approved.

2. **Security Related Devices/Accessories Allowance:** Include in the base bid \$40,000.00 allowance for the security devices, infrastructure and warranties expanding the existing Courthouse security systems (Door access and CCTV monitoring) in the Greif Mansion, associated with this project."

2. **Allowances (Section 0101.C):** Add the following paragraphs:

- "3. **Incidental Plaster Repair:** Include in the base bid \$6,000.00 allowance for the repair of the ceilings from electrical work, etc. and the removal of the data wiring on the walls. See Unit Prices for cost of plaster work beyond stipulated amount."

JUN 15 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 35

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	6/15/2015
DATE:	6/15/2015	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
Cleveland YMCA Youth Programs	001-58400.498	0	3,000	3,000
Donation Revenue	001-40000.47701	(66,700)	(2,510)	(69,210)
Misc. In-House Appropriations	001-59310.498	5,500	(490)	5,010
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(61,200)	0	(61,200)

JUSTIFICATION:

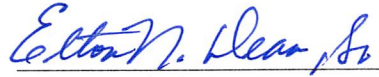
To budget an appropriation to the Cleveland Avenue YMCA for youth programs.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 6, 2015, at 8:00 in the morning.



Administrator



Chairman