REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

FEBRUARY 11, 2020

AGENDA

INFORMATION SESSION

Call to Order and Welcome at 4:00 p.m.

Prayer

Reports from Staff

Comments from Scheduled Attendees

Recess to Formal Session

FORMAL SESSION

Welcome at 5:30 p.m.

Invocation by Guest of Commissioner Harris

Pledge of Allegiance Led by Guest of Commissioner Harris

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of January 28, 2020

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing regarding a Resolution Authorizing a Project Agreement and Related Documents for the Use and Grant of Public Funds and Things of Value in Aid of DG Fresh Distribution Al, LLC and Certain Other Private Entities

NEW BUSINESS:

1. Consider Adoption of Resolution Authorizing a Project Agreement and Related Documents for the Use and Grant of Public Funds and Things of Value in Aid of DG Fresh Distribution Al, LLC and Certain Other Private Entities, County Commission

2. Consider Authorization to Pursue a Community Oriented Policing Services (COPS) Grant, Sheriff's Office

3. Consider Authorization to Pursue a Motorola Solutions Foundation Grant for Public Safety Education, Sheriff's Office

4. Consider Authorization of Award of Request for Proposal (RFP) and Related Contract to Millennium Risk Managers concerning Third-Party Claims Administrator for Management of Workers Compensation Claims, Risk Management

5. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission

6. Consider Authorization of Miscellaneous Appropriations to Education, County Commission

7. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission

8. Consider Authorization of Bid Award to Eagle Cleaning Service, Inc., regarding Janitorial Services, Bid Number 51901-20B-005, Support Services

9. Consider Authorization of Position Fill Request - Unbudgeted for Community Corrections Officer, Position Number To Be Determined, Community Corrections

10. Consider Authorization of Position Fill Requests – Detention Facility (2)
    - Corrections Officer Trainee, Position Number 500419218
    - Corrections Officer Lieutenant, Position Number 500422154

11. Consider Authorization of Position Fill Request – Probate Judge's Office (1)
    - Administrative Support Associate, Position Number 750013059

12. Consider Authorization of Position Fill Request – Sheriff's Office (1)
    - Deputy Sheriff Trainee, Position Number 550431134

13. Consider Authorization of Position Fill Request – Tax & Audit (1)
    - Customer Service Clerk, Position Number 810016007

14. Consider Authorization of Travel/Training Requests (5)

Reports from Staff:

County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

AGENDA

FEB 11 2020

MONTGOMERY COUNTY COMMISSION
MEETING DATE FEBRUARY 11, 2020

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 1-24-20	
Check Numbers: 291349 – 291451	Total Checks Paid: $ 932,444.23

ACCOUNTS PAYABLE CHECKS DATED 1-31-20	
Check Numbers: 291452 – 291568	Total Checks Paid: $ 1,133,841.20

EFT's included in amounts

PAYROLL CHECKS DATED 1-31-20	
Check Numbers: 133738 – 133814	Total: $ 68,830.50
Direct Deposits	Total: $ 1,191,517.95
Federal Deposits	Total: $ 312,749.51
Total Payroll Paid	Total: $ 1,573,097.96

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

AGENDA

FEB 11 2020

NOTICE

NOTICE IS HEREBY GIVEN by Montgomery County, Alabama (the "County"), that, at 5:30 p.m. on February 11, 2020, the Montgomery County Commission (the "County Commission") will hold a regular meeting at Trenholm State Community College, Auditorium (Building D) Patterson Campus, 3920 Troy Highway, Montgomery, Alabama 36116. Such regular meeting will constitute a public meeting at which the County Commission will consider, discuss, vote, or take action on the adoption of a resolution authorizing and approving the County's use of public funds and other things of value, together with the City of Montgomery (the "City"), to support an economic development project pursuant to Amendment 713 and Amendment 772 to the Constitution of Alabama of 1901. Subject to certain conditions, the County and the City may contribute funds up to $65,000 to DG Fresh Distribution AL, LLC, a Tennessee limited liability company ("DGFD"), an affiliate of Dollar General Corporation, for the leasing, equipping, and operating of a cold storage and distribution facility (the "Facility") on real property located at 6038 Mobile Highway, Montgomery, Alabama (together with the Facility, the "Project"). The Project is expected to promote and assist the economic development of west Montgomery, increase employment opportunities, and benefit private businesses, including DGFD, and other individuals and entities, including WD Mobile Highway AL Property, LLC, the owner of the Facility and the Project.

This Notice is being given by the County Commission pursuant to Amendment No. 713 to the Constitution of Alabama (1901), as amended, as the expenditure of funds by the County are for the purpose of promoting local economic and industrial development within the corporate limits of Montgomery County.

Given on or before February 4, 2020.

MONTGOMERY COUNTY COMMISSION

RESOLUTION

A RESOLUTION AUTHORIZING A PROJECT AGREEMENT AND RELATED DOCUMENTS FOR THE USE AND GRANT OF PUBLIC FUNDS AND THINGS OF VALUE IN AID OF DG FRESH DISTRIBUTION AL, LLC AND CERTAIN OTHER PRIVATE ENTITIES

WHEREAS, DG Fresh Distribution AL, LLC, a Tennessee limited liability company (together with its permitted successors and assigns, the "Company"), proposes to lease, equip, and operate a cold storage and distribution facility (the "Project"), within the corporate limits of Montgomery County, Alabama (the "County");

WHEREAS, the Company has requested that the County, together with the City of Montgomery, Alabama (the "City"), provide certain incentives to the Company to assist the Company with the Project;

WHEREAS, negotiations between the County, the City, and the Company have resulted in a proposal that the County, the City, and the Company enter into a Project Agreement in substantially the form attached as Exhibit A (the "Project Agreement"), under which the County and the City would (a) provide to the Company a cash incentive in the amount of up to $65,000, and (b) authorize the Industrial Development Board of the City of Montgomery to grant abatements of certain noneducational taxes, all as more particularly described in and subject to the terms and conditions of the Project Agreement (the "Incentives").

WHEREAS, the County has caused to be published a notice satisfying the requirements stated in both (a) Amendment No. 713 to the Alabama Constitution of 1901 ("Amendment 713"), and (b) Section 94.01 of the Constitution of Alabama of 1901, also cited as Amendment No. 772 ("Amendment 772"), in order to approve and authorize the use and grant of public funds and things of value in aid of the Company and the other private parties identified in Section 3 of this Resolution, to the extent that any benefit is directly or indirectly derived by them as a result of the Incentives granted to the Company.

WHEREAS, the County desires to authorize and approve the grant and delivery of the Incentives, the execution, delivery, and performance of the Project Agreement, and all other agreements, instruments, and documents that the Montgomery County Commission deems necessary or appropriate to memorialize and further elaborate the terms of payment or delivery of the Incentives or to carry out the purposes of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, as follows:

1. The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct.

2. The County has caused public notice of this meeting to be published in accordance with Amendment 713 and Amendment 772.

3. It is hereby found, determined, and declared that it is necessary, proper, and in the public interest, in accordance with Amendment 713 and Amendment 772, that the County grant the Incentives and enter into the Project Agreement, and that the use, grant, and expenditure of public funds and things of value to provide the Company with the Incentives will serve a valid and sufficient public purpose under, and are authorized by, consistent with, and in furtherance of the objectives of Amendment 713 and Amendment 772, notwithstanding the benefits to the Company and any incidental benefit accruing to any other private person or entity, including Dollar General Corporation, an affiliate of the Company, and WD Mobile Highway AL Property, LLC, the landlord and owner of the Project.

4. It is hereby found, determined, and declared that development and implementation of the Project with the Incentives from the County is in the best interest of the County and will serve a valid and sufficient public purpose and further enhance the public benefit and welfare by, among other things: promoting and assisting the economic development of west Montgomery, increasing employment opportunities, and benefitting private businesses.

5. The grant and delivery of the Incentives are approved, authorized, and ratified, and any officer of the Montgomery County Commission is hereby authorized and directed to execute, deliver, and cause the County to perform the Project Agreement, in substantially the form attached hereto, with such changes such officer may determine to be necessary or appropriate (such officer's execution of the Project Agreement including any change being conclusive evidence of such determination), and to negotiate, execute, deliver, and cause the County to perform all other agreements, instruments, and documents that such officer deems necessary or appropriate to memorialize and further elaborate the terms of payment or delivery of the Incentives or to carry out the purposes of this Resolution.

6. The Chairman of the Montgomery County Commission, the Interim County Administrator, and other officials and representatives of the County are severally authorized and empowered to take any and all such further actions necessary, required, or convenient to effectuate the purposes of this Resolution, and any such actions heretofore taken by them are ratified and confirmed.

ADOPTED this ____ day of February, 2020.

____
Chairman
Montgomery County Commission

ATTEST:

____
Interim County Administrator

EXHIBIT A

FORM OF

LOCAL GOVERNMENTS' PROJECT AGREEMENT

(Attached)

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, _________________, Interim County Administrator of Montgomery County, Alabama, do hereby certify that the above is a true, correct, and exact copy of a resolution duly and legally adopted by the County Commission of Montgomery County, Alabama, at a meeting thereof on the 11^{th} day of February, 2020, as taken from the minutes of such meeting.

Witness my hand and official seal on this the _____ day of ___________, 2020.

____

Interim County Administrator of Montgomery County, Alabama

(OFFICIAL SEAL)

LOCAL GOVERNMENTS' PROJECT AGREEMENT

BY AND AMONG

CITY OF MONTGOMERY,

MONTGOMERY COUNTY, ALABAMA,

AND

DG FRESH DISTRIBUTION AL, LLC

(PROJECT PENGUIN)

LOCAL GOVERNMENTS' PROJECT AGREEMENT

THIS LOCAL GOVERNMENTS' PROJECT AGREEMENT (herein referred to as this "Agreement") is hereby made and entered into on February ___, 2020 ("Effective Date"), by and among the City of Montgomery, an Alabama municipal corporation (the "City"), Montgomery County, Alabama, a body corporate and political subdivision of the State of Alabama (the "County"), and DG Fresh Distribution AL, LLC, a Tennessee limited liability company (the "Company"). The City, the County, and Company are each referred to individually as a "Party" and collectively as the "Parties." The City and the County are sometimes collectively referred to as the "Local Governments."

RECITALS

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

WHEREAS, the Company has approached the City and the County regarding the Company's desire to lease, equip, and operate a cold storage and distribution facility (the "Facility") as herein described on an approximately ninety-six (96) acre site located at 6080 Mobile Highway, Montgomery, Alabama 36105, as such site is more particularly shown on Exhibit "A" attached hereto (the "Project Site"); and

WHEREAS, the Company has represented that it will make a total capital investment of approximately Nine Million Dollars ($9,000,000) in connection with leasing, equipping, and operating the Facility and will employ at least 65 full-time direct or indirect employees at the Facility earning an average hourly wage of at least sixteen dollars ($16.00), exclusive of fringe benefits; and

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

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

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

1-6

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

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

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

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

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

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

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

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

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

"Closing" shall be the consummation of the lease of the Project Site, including payment of all amounts due at that time, and execution and delivery of a lease agreement between the Company and the Landlord pursuant to Article 3.

"Closing Date" shall be no later than February 29, 2020, unless another date is mutually agreed upon by the County and the Company.

"Commence Operations" or **"Commencement of Operations"** shall mean that the Company is storing and distributing perishable food products in the regular course of its business.

1-7

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

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

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

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

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

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

"Full-Time Employee" means (i) a natural person who is being paid directly by the Company for not less than thirty-six (36) hours per week, is employed at the Facility, and who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, (ii) an employee of a direct contractor of the Company who is paid by the Company's direct contractor for working at the Facility for not less than thirty-six (36) hours per work week, but not more than a total of ten (10) such employees, (iii) a natural person working under a contract with the Company for working at the Facility for not less than thirty-six (36) hours per work week, or (iv) a Full-Time Equivalent Employee. Notwithstanding the above, the term "Full-Time Employee" shall not include an unskilled temporary employee, an employee of a temporary personnel agency or a worker performing construction work on buildings or other structures which are intended to be part of the Project. All Full Time Employees shall be eligible to receive any Fringe Benefit provided by his or her employer.

"Full-Time Equivalent Employee" shall mean two (2) natural persons employed by the Company or a direct contractor with combined working hours at the Facility equal to or exceeding thirty-six (36) hours per work week and who otherwise satisfy the definition of Full-Time Employee. All Full-Time Equivalent Employees shall be eligible to receive all Fringe Benefits provided by his or her employer.

"Jobs Maintenance Period" shall have the meaning set forth in Section 4.1 of this Agreement.

"Jobs Target" shall have the meaning set forth in Section B of Article 2 of this Agreement.

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

"Jobs Target Date" shall have the meaning set forth in Section B of Article 2 of this Agreement.

"Landlord" means WD Mobile Highway AL Property, LLC, an Alabama limited liability company.

"Local Governments" means the City and the County.

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

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

"NAICS Code" means the 2017 North American Industrial Classification System Code.

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

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

"Placed-in-Service Date" means the date on which the Local Governments determine that the Company has first Commenced Operations.

"Project" or **"Facility"** means the operation of the facility for the storage and distribution of perishable food products at the Project Site.

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

"Reporting Year" shall mean each successive 12-month period of the Jobs Maintenance Period. The first Reporting Year will begin on the first day of the calendar quarter following the Jobs Target Date.

"State" means the State of Alabama.

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

"Wage Rate" means $16.00 per hour, exclusive of Fringe Benefits.

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

ARTICLE 2

THE COMPANY'S COMMITMENTS, REPRESENTATIONS AND WARRANTIES

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

A. The Company acknowledges that the citizens of the Local Governments anticipate the prompt receipt of substantial economic benefit to the local economies in return for the incentives granted under this Agreement. The Company shall consummate the leasing of the Project Site pursuant to Article 3 no later than the Closing Date, and the Company shall Commence Operations at the Facility not later than September 30, 2020, subject to possible extension for a Force Majeure Event.

B. Subject to possible extension for a Force Majeure Event, not later than June 30, 2023 (the "Jobs Target Date"), the Company shall employ at least sixty-five (65) Full-Time Employees (the "Jobs Target"), earning at least the Minimum Average Hourly Wage. The Company shall employ at least thirty (30) Full-Time Employees earning at least the Minimum Average Hourly Wage by June 30, 2021, and at least fifty (50) Full-Time Employees earning at least the Minimum Average Hourly Wage by June 30, 2022.

C. The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in equipping and operating the Project. Contractors and vendors selected by the Company shall be in good standing, licensed

1-10

and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

D. The Company shall give good-faith consideration for employment at the Project to qualified Montgomery County residents, subject in all cases to the Company's then usual and customary hiring policies. The Parties acknowledge that selection of employees for the Project shall be at the sole discretion of the Company.

E. The Company is a going concern, is financially solvent, and shall make available adequate funding to complete the renovations and improvements at the Project and to conduct the Company's business at the Facility.

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

G. The Company represents and warrants to the Local Governments that (i) the execution, delivery and performance of this Agreement has been duly authorized and does not violate the Company's governing organizational documents or any law applicable to it or any judgment or order applicable to it, (ii) the Company has full power and authority to execute, deliver and perform this Agreement, and (iii) this Agreement constitutes the legal, valid and binding obligation of the Company enforceable against it in accordance with its terms.

H. Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

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

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

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

L. Notwithstanding anything in this Agreement to the contrary except for the parenthetical in clause (i) of subsection 4.2(b), in the event the Company shall fail to meet the commitments set forth in Sections A or B of this Article 2 by the deadline set forth therein due to the occurrence of a Force Majeure Event, such delay shall not immediately result in a default or grounds for termination of this Agreement by the Local Governments. In such an event, the Company shall give the Local Governments written notice containing a description of the Force Majeure Event in question, an explanation of how the Company anticipates such event will affect the Company's performance under the Agreement, what actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under the Agreement.

M. The Company certifies to the Local Governments that the Facility has a NAICS Code of 493 (warehousing and storage).

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

O. The Company represents to the Local Governments that it has reached an agreement in principle with the State for a project agreement on the State level between the Company and the State. In the event that such project agreement has not been executed between the Company and the State on or before February 15, 2020, the Company may terminate this Agreement by written notice to the Local Governments given on or before February 29, 2020. In the event that such project agreement has not been executed between the Company and the State on or before February 15, 2020, the Local Governments may terminate this Agreement by written notice to the Company and the State given on or before February 29, 2020.

1-12

P. The Company will provide written notice to the Local Governments following any Change of Control including in such notice the parties, terms, and conditions of the proposed Change of Control.

ARTICLE 3

ECONOMIC DEVELOPMENT INCENTIVES

Subject to the terms and conditions of this Agreement and the execution of a lease agreement regarding the Facility between the Company and the Landlord, the Local Governments commit to do the following:

A. The Local Governments will pay to the Company shared 60% by the City and 40% by the County:

i. On or before September 30, 2021, One Thousand Dollars ($1,000) times each Full-Time Employee of the Company employed as of June 30, 2021;

ii. On or before September 30, 2022, One Thousand Dollars ($1,000) times each Full-Time Employee of the Company employed by the Company as of June 30, 2022, in excess of the number of Full-Time Employees employed by the Company as of June 30, 2021; and

iii. On or before September 30, 2023, One Thousand Dollars ($1,000) times each Full-Time Employee of the Company employed by the Company as of June 30, 2023, in excess of the greater of the number of Full-Time Employees employed by the Company as of June 30, 2021, or June 30, 2022;

provided, however, in no event, will the Local Governments pay the Company under this subsection more than Sixty-Five Thousand Dollars ($65,000) calculated on an aggregate payment basis.

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

C. As of the Effective Date, the Local Governments will have authorized the Industrial Development Board of the City of Montgomery (the "IDB") to grant the permissible local government noneducation tax abatements under the Tax Incentives Reform Act of 1992 (Ala. Code §§ 40-9B-1, et. seq.), as amended, if and only to the extent the Project qualifies for such abatements subject to such approvals and requirements as are imposed by the IDB relating thereto. The grant of authority for abatement of the Local Governments' portion of the noneducational ad valorem taxes will be for a maximum of ten (10) years. If the IDB and the Company have not executed an abatement agreement for local taxes as contemplated in the two immediately preceding sentences

1-13

on or before February 15, 2020, then the Company may terminate this Agreement by written notice to the Local Governments given on or before February 29, 2020.

D. The Local Governments shall make available until the Placed-in-Service Date to the City, the County, and the State sales and use tax abatements to the Company to equip the Facility as provided in and subject to Section 40-9B-1, et seq. of the Code of Alabama. The Company will pay all expenses associated with obtaining, and complying with the requirements of, such abatements, including fees charged by the IDB and reasonable legal fees not to exceed $33,005. In addition, the Company will be responsible for and pay all of its expenses, including the fees of its attorneys and consultants.

ARTICLE 4

COMPLIANCE AND RECAPTURE OF INCENTIVES

4.1 **Annual Compliance prior to the Jobs Target Date and during the Jobs Maintenance Period**. The Company acknowledges that the Company's right to the Local Governments Incentives is contingent upon annual reporting to confirm compliance with the Jobs Target and Minimum Average Hourly Wage requirements as set forth in this Agreement. Annual compliance is required as provided in Section A of Article 3 and during the three (3) Reporting Years immediately following the Jobs Target Date (the "Jobs Maintenance Period").

(a) Not later than July 31 of each of 2021, 2022, and 2023, the Company shall furnish to the Local Governments a certificate, substantially in the form attached as Exhibit "B", certified as to the accuracy of the facts stated therein by an officer of the Company, certifying the number of Full-Time Employees at the Facility as of June 30, 2021, June 30, 2022, and June 30, 2023, respectively;

(b) Not later than sixty (60) days following the last day of each Reporting Year during the Jobs Maintenance Period, the Company shall furnish to the Local Governments a certificate, substantially in the form attached as Exhibit "C", certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying for each Reporting Year (i) the Yearly Average number of Full-Time Employees at the Facility and (ii) the amount of the total payroll, exclusive of Fringe Benefits, paid to Full-Time Employees at the Facility.

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

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

(a) The Company acknowledges that the Local Governments Incentives offered by the Local Governments are based, in part, on the estimated economic impact that will be realized from the Capital Investment incurred in the Project and additional payroll and jobs created

1-14

by the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture of the Local Governments Incentives by the Local Governments.

(b) If the Company shall (i) fail to Commence Operations by September 30, 2020 for any reason (subject to extension for Force Majeure Events), or (ii) after Commencement of Operations, fails to continue to operate the Project for a period of thirty-six (36) consecutive months from the date of Commencement of Operations, then the Company shall pay in immediately available U.S. dollars jointly to the Local Governments an amount equal to the product determined by multiplying (A) the aggregate amount of payments made by the Local Governments under Section A of Article 3 by (B) a fraction the numerator of which is the difference between thirty-six (36) and the number of consecutive months after the Commencement of Operations that the Company first fails to operate the Project and the denominator of which is thirty-six (36).

(c) Any recapture payments due from the Company under this Section 4.2 shall be made within sixty (60) days following the date of the event or failure triggering the repayment obligation.

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

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

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

(b) For any Reporting Year of the Jobs Maintenance Period, if the Company does not maintain sufficient number of Full-Time Employees to meet a Yearly Average at least equal to 59 Full-Time Employees who are earning the Minimum Average Hourly Wage, the Company shall pay to the Local Governments an amount equal to the product of (A) $333.33 multiplied by (B) the difference between 59 and the number of Full-Time Employees earning the Minimum Average Hourly Rate ("Jobs Recapture Amount"); provided, however, that the Jobs Recapture Amount shall not exceed the aggregate payments made by the Local Governments to the Company under Section A of Article 3 on a per employee basis. For example purposes only, if the Company employs only 58 employees during each Reporting Year of the Jobs Maintenance Period, the total recapture amount would be $1,000 (1 employee times 3 years x $333.33).

I-15

(c) Any recapture payment under this Section 4.3 shall be repaid to the Local Governments by the Company within sixty (60) days after the Company receives written demand from the Local Governments.

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

4.4 **Termination of Incentives**. At the sole option and discretion of the Local Governments, upon written notice to the Company by either of the Local Governments following the occurrence of a breach, default, or violation of this Agreement by the Company and failure of the Company to cure same following notice and reasonable time period to cure, but for a period not to exceed thirty (30) days, or upon any event triggering a repayment by the Company under this Article 4 (each is a "Default"), the obligations of the Local Governments shall cease and terminate.

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

ARTICLE 5

MISCELLANEOUS

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

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

C. The governing law of this Agreement shall be the law of the State of Alabama. Any proceeding or other legal dispute arising out of or relating to this Agreement may be brought in the Circuit Court of Montgomery County, Alabama. Each of the Parties irrevocably submits to the exclusive jurisdiction of such court in any such proceeding or other legal dispute, waives any objection it may now or hereafter have to venue or to inconvenience of forum, agrees that all claims in respect of the proceeding or other legal dispute shall be heard and determined only in any such court, and agrees not to bring any proceeding or other legal dispute arising out of or relating to this Agreement in any other court. Any of the Parties may file a copy of this Section with any court as written evidence of the knowing, voluntary, and bargained agreement among the Parties irrevocably to waive any objection to venue or convenience of forum. Process in any such proceeding or other legal dispute may be served on any Party anywhere in the world.

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

E. All communications and notices expressly provided herein shall be in writing and shall be sent, by registered first class mail, postage prepaid or by a nationally recognized overnight courier for delivery on the following business day, as follows:

City of Montgomery:	Mayor Steven L. Reed City of Montgomery 103 North Perry Street (36104) Post Office Box 1111 Montgomery, Alabama 36101 Fax: (334) 241-2600

1-17

Montgomery County Commission:	Honorable Elton Dean Montgomery County Commission 101 South Lawrence Street (36104) Post Office Box 1667 Montgomery, Alabama 36102 Fax: (334) 832-2533
With copy to:	City Attorney City of Montgomery 103 North Perry Street (36104) Post Office Box 1111 Montgomery, Alabama 36101 Fax: (334) 241-2600
	and
	Ms. Ellen McNair Montgomery Area Chamber of Commerce 41 Commerce Street Montgomery, Alabama 36104 Fax: (334) 265-4745
	and
	Henry H. Hutchinson, Esq. Capell & Howard, P.C. Post Office Box 2069 Montgomery, Alabama 36102-2069 Fax: (334) 241-8270
Company:	DG Fresh Distribution AL, LLC 100 Mission Ridge Goodlettsville, TN 37072 Attn: Mark Payne

With copy to: Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
Attn: General Counsel

and

Rebekah Fisher & Associates, PLLC
414 Bridge Street
Franklin, Tennessee 37064
Attn: Rebekah E. Fisher, Esq.

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

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

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

H. Without the consent of the City or County, which consent shall not be withheld unreasonably, this Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to assign this Agreement or any part thereof to any financially solvent Affiliate of the Company that agrees to assume the assigned obligations of the Company in and to the Project. If so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement, unless specifically excused therefrom by the City and the County, to be expressed in writing and signed by an authorized representative of the City and the County.

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

J. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the Project and no other offers, agreements, understandings, warranties, or representations exist between the Company and either of the Local Governments.

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

L. Time is of the essence as to all terms and conditions of this Agreement.

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

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

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

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

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

[EXECUTION AND NOTARY ACKNOWLEDGMENTS
APPEAR ON NEXT FOLLOWING PAGES]

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

CITY OF MONTGOMERY

By:______________________________
Steven L. Reed
Its Mayor

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

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

SUBSCRIBED AND SWORN to before me on this the _____ of February, 2020.

____
Notary Public
My Commission Expires:_______________

1-21

MONTGOMERY COUNTY, ALABAMA

By:________________________________
Elton N. Dean, Sr.
As Chairman of the Montgomery County Commission

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

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

SUBSCRIBED AND SWORN to before me on this the _____ of February, 2020.

____
Notary Public
My Commission Expires:_______________

1-22

DG FRESH DISTRIBUTION AL, LLC

By: ______________________________

____

Its ________________

STATE OF ________________)

COUNTY OF ______________)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared ___________________, as ____ of DG Fresh Distribution AL, LLC, a Tennessee limited liability company, whose name is signed to the foregoing Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of the Local Governments' Project Agreement, that he/she, as such officer and with full authority, has read the Local Governments' Project Agreement and knows the contents thereof, executed the same voluntarily for and as the act of DG Fresh Distribution AL, LLC on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of February, 2020.

____

Notary Public

My Commission Expires: ______________

<u>**GUARANTY**</u>

This Guaranty is made by Dollar General Corporation, a Tennessee corporation (the "Guarantor"), as the parent corporation of DG Fresh Distribution AL, LLC (the "Company").

As an inducement to the City of Montgomery, Alabama (the "City") and Montgomery County, Alabama (the "County" and, together with the City, the Local Governments"), the Guarantor unconditionally guarantees to each of the Local Governments all payment obligations or payment liabilities of the Company under the foregoing Local Governments' Project Agreement.

This Guaranty shall be construed as an absolute, continuing, and unlimited guaranty of payment, without regard to regularity, validity, or enforceability of the liability or obligation of the Company hereby guaranteed. The Local Governments shall not be obliged to proceed first against the Company. The Guarantor waives notice of acceptance of this Guaranty. The Guarantor consents that, without notice to the Guarantor, and without the necessity of any additional endorsement, consent, or guaranty by the Guarantor, the obligations and liabilities of the Company hereby guaranteed may, from time to time, be renewed, extended, modified, compromised, or released by the Local Governments, without impairing or affecting in any way the liability of the Guarantor hereunder.

The unenforceability or invalidity of any provision or provisions of this Guaranty shall not render any other provision or provisions herein contained unenforceable or invalid. The provisions of this Guaranty shall be construed and interpreted, and all rights and obligations hereunder determined, in accordance with the laws of the State of Alabama. Any proceeding or legal dispute regarding this Guaranty shall be heard and determined only in the court specified in the foregoing Agreement.

This Guaranty shall inure to the benefit of the Local Governments, and their respective successors and assigns. This Guaranty shall be binding upon the Guarantor and its successors and assigns.

The Guarantor has executed this Guaranty as of February ____, 2020.

DOLLAR GENERAL CORPORATION

____

____

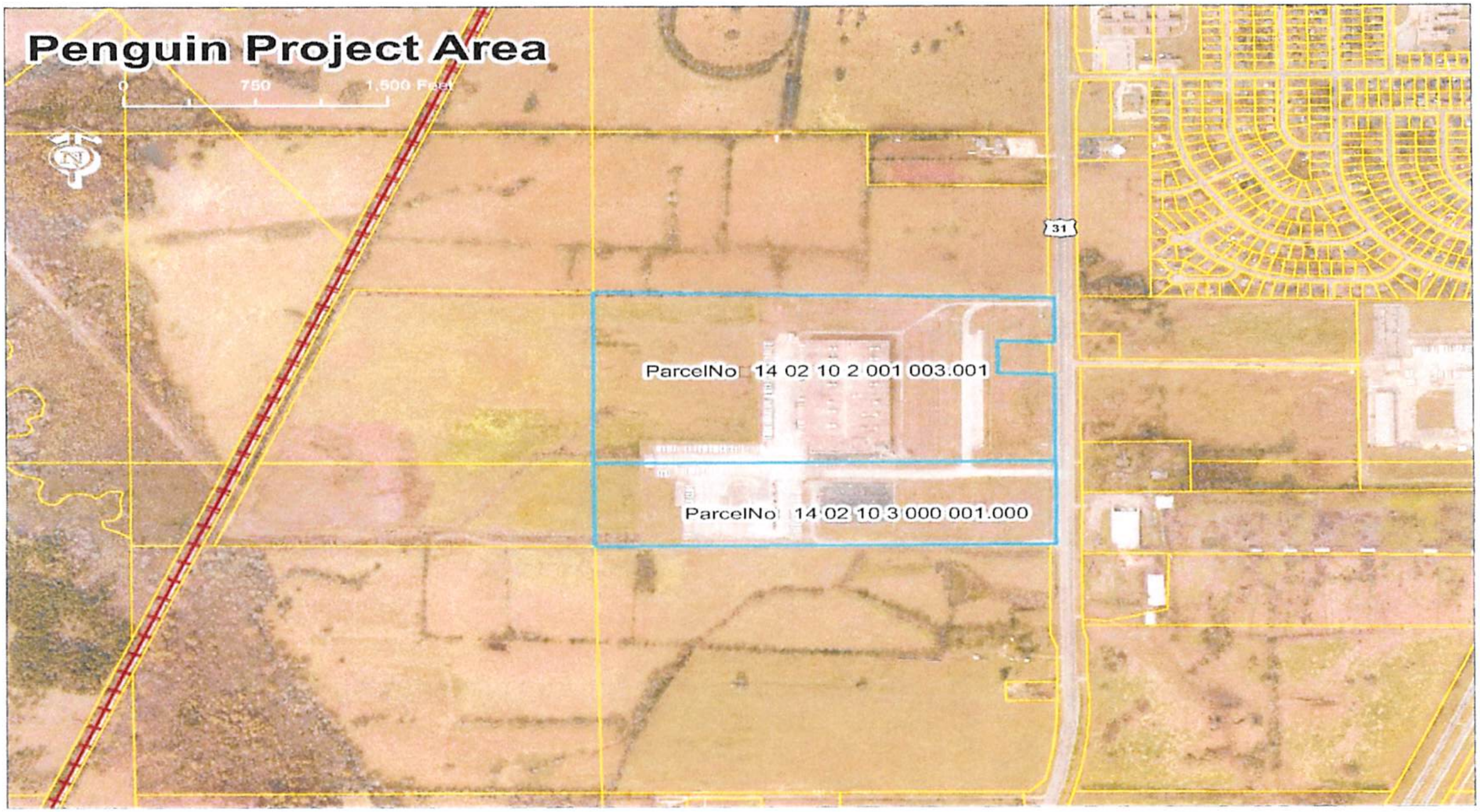
Its ______________________,

The Guarantor

EXHIBIT "A"

Map of Project Site

[SEE ATTACHED]



Penguin Project Area
0
750
1,500 Feet
31
ParcelNo 14 02 10 2 001 003.001
ParcelNo 14 02 10 3 000 001.000

1-26

EXHIBIT "B"

**CERTIFICATE OF COMPLIANCE
PURSUANT TO THE PROJECT AGREEMENT
AMONG THE CITY OF MONTGOMERY, ALABAMA,
MONTGOMERY COUNTY, ALABAMA, AND
DG FRESH DISTRIBUTION AL, LLC
DATED _______________, 2020**

The undersigned officer of DG Fresh Distribution AL, LLC (the "Company") hereby certifies to the City of Montgomery, Alabama (the "City") and Montgomery County, Alabama (the "County") that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. Pursuant to Section 4.1(a) of the Project Agreement among the City, the County, and the Company dated ____________, 2020, the Company is required, not later than July 31 of each of 2021, 2022, and 2023, to furnish to the City and the County a certificate, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying the number of Full-Time Employees at the Facility as of June 30, 2021, June 30, 2022, and June 30, 2023, respectively. The number of Full-Time Employees at the Facility as of June 30, 202__, was ______.

2. Capitalized terms not defined in this Certificate have the respective meanings as provided in the Project Agreement.

____
(Signature)

____
(Print Name)

Title: _________________________

Date: _________________________

VERIFICATION

State of ________________)

County of ________________)

Before me, a Notary Public in and for said state and county, personally appeared the person whose name is signed above who being made known to me and being duly sworn to give true testimony, affirmed that all of the above stated facts are true and correct.

Sworn and subscribed before me this _________ day of ______________, 202___

AFFIX SEAL

Signature of Notary Public_______________________

Printed Name _________________________________

My Commission Expires ____ day of ________, 202____

EXHIBIT "C"

CERTIFICATE OF COMPLIANCE
PURSUANT TO THE PROJECT AGREEMENT
AMONG THE CITY OF MONTGOMERY, ALABAMA,
MONTGOMERY COUNTY, ALABAMA, AND
DG FRESH DISTRIBUTION AL, LLC
DATED _______________, 2020

The undersigned executive officer of DG Fresh Distribution AL, LLC (the "Company") hereby certifies to the City of Montgomery, Alabama (the "City") and Montgomery County, Alabama (the "County") that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. Pursuant to Section 4.1(b) of the Project Agreement among the City, the County, and the Company dated ____________, 2020, the Company is required, not later than sixty (60) days following the last day of each Reporting Year during the Jobs Maintenance Period to furnish to the City and the County a certificate, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying for such Reporting Year (i) the Yearly Average number of Full-Time Employees at the Facility and (ii) the amount of the total payroll, exclusive of Fringe Benefits, paid to Full-Time Employees at the Facility. For Reporting Year ended ______, 202___, (i) the Yearly Average number of Full-Time Employees at the Facility was ___________, and (ii) the amount of the total payroll, exclusive of Fringe Benefits, paid to Full-Time Employees at the Facility was $_______.

2. Capitalized terms not defined in this Certificate have the respective meanings as provided in the Project Agreement.

____
(Signature)

____
(Print Name)

Title:________________________

Date: ________________________

VERIFICATION

State of __________________)

County of __________________)

Before me, a Notary Public in and for said state and county, personally appeared the person whose name is signed above who being made known to me and being duly sworn to give true testimony, affirmed that all of the above stated facts are true and correct.

Sworn and subscribed before me this __________ day of ________________, 202___

AFFIX SEAL

Signature of Notary Public__________________________

Printed Name ____________________________________

My Commission Expires ____ day of _________, 202____

Haskell | Slaughter
attorneys at law

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

TTG

MEMORANDUM

January 20, 2020

To: Florence Cauthen, Interim County Administrator

From: Thomas T. Gallion, III

Re: Local Governments' Project Agreement regarding Project Penguin

---

I have reviewed your memorandum of January 17, 2020, regarding Local Governments' Project Agreement by and among the City of Montgomery, Montgomery County, Alabama, and DG Fresh Distribution AL, LLC.

The Agreement appears to be in order and is acceptable as is. The Agreement will be binding on all parties upon execution.

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

50051-317

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

January 17, 2020

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Florence M. Cauthen FMC
Acting County Administrator

SUBJECT: Local Governments' Project Agreement regarding Project Penguin

Attached is a Local Governments' Project Agreement by and among the City of Montgomery, Montgomery County, Alabama, and DG Fresh Distribution Al, LLC regarding Project Penguin.

Please review and issue your opinion by Wednesday, January 22, 2020, as to whether the Agreement is acceptable.

As always, thank you for your assistance.

FMC/tn

Attachment

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

AGENDA
FEB 11 2020

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

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

Subject: Approval to pursue Community Oriented Policing Services (COPS) Grant

Date: January 9, 2020

We are requesting the County Commission's approval to pursue and submit the Community Oriented Policing Services (COPS Hiring Grant). This is a 36-month grant with a 25% match ($12,500 for each School Resource Officer/Deputy for a total of $37,500). This grant may allow the 25% cash match funds to be charged against the benefits of each new hire.

These will be new hires, if approved the commission is agreeing to the requirements set forth in the grant to include maintaining these positions, at a minimum of 12 months (1 year) after the grant period ends.

I thank you for the opportunity to present this proposed grant project to you.

RW/dc

cc: Derrick Cunningham, Sheriff

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

AGENDA

FEB 11 2020

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

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

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

Subject: Motorola Solutions Foundation Grant

Date: January 16, 2020

We are requesting permission to apply for the Motorola Solutions Foundation grant. The grant maximum is $50,000, with no match required. If approved, our focus area will be **Public Safety Education** with an emphasis on active shooter preparedness and response training to schools, adults, students, and first responders.

RW/dc

cc: Derrick Cunningham, Sheriff

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

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

WWW.MontgoMerySheriff.CoM

AGENDA

FEB 11 2020

January 22, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

FROM: Holly Leverette HL
Director of Risk Management

SUBJECT: Request to Contract with a Third-Party Claims Administrator (TPA) for Management of Workers Compensation Claims

On December 10, 2019 a Request for Proposal (RFP) for TPA services was issued to ten companies. I received four responses with proposals to the RFP. Please see attached comparisons for the two fee structures reviewed for the four respondents. For both fee structures Millennium Risk Managers came in with the lowest proposal over the three-year contract term and included the greatest number of loss control hours which would allow for additional safety training for our employees and hazard assessments throughout Montgomery County facilities.

Additionally, this proposal is $30,000 less annually than what the Montgomery County Commission was spending when the services of a TPA were discontinued by the County Commission in 2009.

I am requesting the County Commission's approval to move forward contracting with Millennium Risk Managers for the management of worker's compensation claims on an annual flat fee basis.

Attachment

Third Party Claim Administrator Quote Comparison
Annual Flat Fee

	Millennium Risk Managers	Brentwood Svcs Admin.	Mackinaw Admin.	Broadspire
DATA CONVERSION FEE	$0	$2,500	$0	$0
FEES - NEW CLAIMS				
Med Only	$300	$175	$140	$170
Lost Time	$600	$755	$695	$955
Report Only	$0	$0	$0	$30
FEES - TAKEOVER CLAIMS				
Med Only	$0	$0	$400	$125
Lost Time	$0	$200	$0	$650
Incidents		$0		
TOTAL CLAIMS ADMIN. FEES				
1st Year	$10,000	$13,100	$20,030	$23,876
2nd Year	$10,000	$10,000	$18,830	$23,876
3rd Year	$10,000	$10,000	$18,830	$23,876
Total Costs @ 3 Years	$30,000	$33,100	$57,690	$47,752
FEES - ANCILLARY				
In-House TPA System Access	$0	$0	$0	$0
Custom Reports	$0	$0	$0	
Subrogation	0%	15%	15%	15%
Index Bureau	$0.00		*	
Claim Reviews			0	
Claim Audits			0	
MMSEA Reporting (annual)	0	0	0	$850
Medicare Eligibility Verication	0		*	$45
Medicare Set Aside Verification	0		*	
Medicare Set Aside Revision	0		*	
Risk Control Industrial Hygiene			$140/hour	
Loss Control	$125/ hour -32 hrs. per year Inc.	$125/ hour -10 hrs. per year Inc.	$125/ hour -15 hrs. per year Inc.	*
FEES - MEDICAL MANAGEMENT				
Medical Bill Review - $/bill	$0.00	$7.50	*	$8.50
Prof Bill Review - % savings	0%	28%	*	28%
PPO Networks - % savings	0%	28%	*	28%
Utilization Rv. - Pre-Certification	$0		*	$135
Utilization Rv. - Drugs	$0		*	$135

AVG YEARLY NEW CLAIMS	
WC	
Lost Time	8
Med Only	38
Incidents	0
	46

OPEN (TAKEOVER) CLAIMS	
WC	
Lost Time	3
Med Only	14
Incidents	0
	17

* No Response Submitted

4-2

Third Party Claim Administrator Quote Comparison
Per Claim Fee

	Millennium Risk Managers	Brentwood Svcs. Admin.	Mackinaw Admin.	Broadspire
ANNUAL ADMIN. FEE	$0	$2,500	$11,150	$2,500
IMPLEMENTATION FEE	$0	$0	$0	$0
DATA CONVERSION FEE	$0	$2,500	$0	$9,500
FEES - CLAIM INTAKE				
	$0	$0	$0	$20
FEES - NEW CLAIMS				
Workers Compensation				
Med Only	$300	$175	$140	$170
Lost Time	$600	$755	$695	$955
Report Only	$0	$0	$0	$30
FEES - TAKEOVER CLAIMS				
Workers Compensation				
Med Only	$0	$0	$400	$125
Lost Time	$0	$200	$0	$650
Incidents		$0		
TOTAL CLAIMS ADMIN. FEES				
1st Year	$16,200	$18,290	$23,230	$30,720
with first year discount	$10,000	$18,290	$23,230	$30,720
2nd Year	$16,200	$15,190	$22,030	$17,520
3rd Year	$16,200	$15,190	$22,030	$17,520
Total Costs @ 3 Years	$42,400	$48,670	$67,290	$65,760
FEES - ANCILLARY				
In-House TPA System Access	$0	$0	$0	$0
Custom Reports	$0	$0	$0	
Subrogation	0%	15%		15%
Index Bureau	$0.00		*	
Claim Reviews			0	
Claim Audits			0	
MMSEA Reporting (annual)	0	0	0	$850
Medicare Eligibility Verication	0		*	$45
Medicare Set Aside Verification	0		*	
Medicare Set Aside Revision	0		*	
Risk Control Industrial Hygiene			$140/hour	
Loss Control	$125/ hour -32 hrs. per year Inc.	$125/ hour -10 hrs. per year Inc.	$125/ hour -15 hrs. per year Inc.	*
FEES - MEDICAL MANAGEMENT				
Medical Bill Review - $/bill	$0.00	$7.50	*	$8.50
Prof Bill Review - % savings	0%	28%	*	28%
PPO Networks - % savings	0%	28%	*	28%
Utilization Rv. - Pre-Certification	$0		*	$135
Utilization Rv. - Drugs	$0		*	$135

AVG YEARLY NEW CLAIMS	
WC	
Lost Time	8
Med Only	38
Incidents	0
	46

OPEN (TAKEOVER) CLAIMS	
WC	
Lost Time	3
Med Only	14
Incidents	0
	17

* No Response Submitted

AGREEMENT FOR WORKERS' COMPENSATION CLAIM ADMINISTRATION SERVICES

THIS AGREEMENT effective the 1st day of March 2020 by and between Millennium Risk Managers, LLC, an Alabama limited liability company (hereinafter "MRM") and Montgomery County Commission (hereinafter "Client").

WITNESSETH:

WHEREAS, Client is the Montgomery County Commission, with its offices located in Montgomery Alabama; and

WHEREAS, Client is qualified as a workers' compensation self-insured entity, as provided for in Ala. Code § 25, and as such is authorized to self-insure its workers' compensation risk obligations to its employees; and.

WHEREAS, MRM is an Alabama limited liability company with principal offices located at 2236 Cahaba Valley Rd, Birmingham, AL 35242; and.

WHEREAS, Client issued an RFP for claims management and administration services; and

WHEREAS, MRM responded to the RFP and, after evaluating all the responses to the RFP, Client has selected and desires to contract with MRM to provide certain workers' compensation claim administration services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

Section I – Agreement to Provide Services

Client hereby contracts with MRM to perform, on behalf of Client, the services specified in this Agreement and any exhibits attached hereto, and MRM hereby agrees to perform such services, on the terms and conditions of, and for and limited to the duration of, this Agreement.

Section II – Duties and Responsibilities of MRM

A. **Services.** MRM shall, during the term of this agreement, provide the services specified herein, consisting of:

   1. Claims services as set forth in **Exhibit A,** attached to this agreement and incorporated herein by reference:

4-4

2. If loss control services are provided by MRM, those services will be set forth in **Exhibit B**, attached to this agreement and incorporated herein by reference.

All such services shall be provided by MRM will be performed in a professional, efficient, and honest manner and in conformance with the industry standard of performance.

B. **General Administration.** MRM agrees to:

1. Provide such clerical, secretarial and administrative support, including necessary equipment and supplies, as may be necessary for the day to day compliance of the contractually agreed upon duties of MRM in accordance with this Agreement; and
2. Maintain for itself general liability, automobile liability, workers' compensation, and professional errors and omissions insurance and lawyer's professional liability coverage as provided in Section VI below.
3. At its expense, secure and maintain in full force and effect throughout the term of this agreement all licenses, permits or other governmental authorizations needed to complete its work.

Section III – Duties and Responsibilities of Client

A. **Fees.** Client agrees to pay to MRM fees as set forth in **Exhibit C**, attached to this Agreement and incorporated herein by reference. **Other Expenses.** Client agrees to be responsible for all other expenses relative to self-insuring its workers' compensation risk, except for expenses directly relating to the performance by MRM of its obligations under this Agreement. Expenses for which MRM shall not be responsible include, but are not limited to: (1) reinsurance and/or excess insurance premium, (2) premium taxes, (3) any assessments, (4) claim and/or loss payments, (5) allocated loss expense, as defined in **Exhibit D**, attached to this Agreement and incorporated herein by reference, and (6) any other expense associated with the servicing of the Client's workers' compensation risk which is not specifically delegated to MRM by virtue of this Agreement.
B. **Bank Accounts.** Client agrees to maintain a claims fund account and make adequate funds available from which MRM may draw from to pay claims, loss and/or allocated loss expense payments approved by Client.
C. **Duties, Responsibilities and Obligations Remaining.** Nothing in this Agreement shall be construed as relieving Client of any duty, responsibility or obligation with which it must comply. Client remains responsible for performing all functions necessary to remain compliant with applicable law.
D. **Access to Electronic Information Maintained by MRM.** If Client is utilizing MRM's proprietary software, applications electronic information or computer program ("MRM

Electronic Information"). Client will be granted access to certain information in electronic format relative to its workers' compensation self-insured program that is maintained by MRM through the MRM Electronic Information. . As a condition for such access, Client shall have responsibilities relative to the confidentiality and protection of such MRM Electronic Information as more fully delineated in **Exhibit E**, attached hereto and incorporated herein by reference. Upon termination of this Agreement for any reason, Client shall cease all access or use of the MRM Electronic Information s.

E. **Transmission of Excess Insurance Policy.** Client shall transmit a copy of its excess insurance policy to MRM within thirty (30) days of this Agreement so as to as to enable MRM to provide claims information to the excess insurance carrier in conformance with such excess insurance policy. Client agrees that MRM will become the agent of record on the above said excess policy and MRM will be responsible for servicing excess policy.

Section IV – Ownership of Books and Records

MRM shall maintain and retain custody of the books, records, files and other information as required to perform the services specified herein during the time mutually agreed to by the parties hereto. However, if MRM provides a paperless claims system to Client, MRM may destroy any paper books, record, files and other information after twenty-four months of entry into the paperless system, unless ordered by Client, in writing, to maintain said books, records, files and other information for a longer period. If Client orders the retention of these records, additional fees will be charged by MRM for file retention costs. Such books, record, files and other information shall remain the property of Client and shall be available for review by Client during business hours, upon request at the premises of MRM in Birmingham, AL. It is further agreed that software, applications, computer programs, source codes and other computer software items that are utilized by Client are not the property of Client and remain the exclusive property of MRM. Client understands and agrees that MRM may, in its exclusive discretion, retain a copy of all such books, records, files and other information upon termination of this Agreement. MRM shall maintain the confidentiality of any such records. Both comply with all applicable laws related to the confidentiality, use, disclosure, and maintenance of personal health information.

Section V – Term of Agreement and Termination

A. **Term of Agreement**. This Agreement is effective on 3-1-2020 at 12:01 am and shall remain in full force and effective until 2-28-2023, unless sooner terminated as set forth in this Agreement.

B. **Just Cause Termination**. Notwithstanding the foregoing subsection, either party to this Agreement may terminate the same with proper notice for just cause. A party to this Agreement shall have just cause to terminate this Agreement upon:

1. The filing of a bankruptcy petition by the other party to this Agreement, or the placement into bankruptcy or a declaration of insolvency by a court of competent jurisdiction of either party to this Agreement, or the dissolution of either party; or
2. The failure of either party to maintain any license, regulatory approval or other type of regulatory authorization to perform its obligations under this Agreement; or
3. A material breach of the terms of this Agreement by the other party which is not cured within the limits set forth herein; or
4. The commission of fraud by the other party in the making and/or entering into of this Agreement or of the performance of this Agreement.

If this Agreement is terminated pursuant to Section V.B. (3) above, written notice must be provided by the party terminating the Agreement for just cause to the party; such written notice must clearly state the alleged cause for the termination. The noticed party shall have thirty (30) days to correct the cause allegedly giving rise to the termination of the Agreement. If such noticed party shall fail to correct a breach of this Agreement within such thirty (30) day correction period, the party giving notice of the breach may then immediately terminate the Agreement. If this Agreement is terminated pursuant to Section V.B. (1), (2) or (4) above then termination shall be immediately upon receipt of written notice.

Notwithstanding the foregoing paragraph, in the event that the Client fails to timely pay any fees in accordance with this Agreement, then MRM may terminate this agreement merely by giving ten (10) days prior written notice.

C. **Renewal and Termination Not for Cause.** During the term of this Agreement, either party may terminate this Agreement by providing ninety (90) days prior written notice of termination to the other party. This Agreement shall be automatically renewed for up to two (2) consecutive two (2) year terms at the ending date of this Agreement unless written notice of termination is provided by one party to the other party thirty (30) days prior to the ending date of the Agreement or any one (1) year extension thereof. All renewals shall be subject to a rate increase in an amount determined by MRM at its reasonable discretion.

D. **Options of Client Upon Termination.** Upon termination of this Agreement, Client shall have one of the following options:

1. Require MRM to return all books, records, files and other information which are described herein as being the property of Client in not more than sixty (60) days to Client, and/or any designee of Client, to the extent MRM is in possession of such files. Client shall pay the reasonable costs for the transfer of such books, records, files, and other information, including electronic data transfer costs; or,
2. Require MRM to handle to their conclusion all claims and other obligations reported during the Agreement period. Should Client choose this option, MRM shall be compensated on a per claim basis at MRM's then prevailing per claim rate; this compensation shall be in addition to any compensation delineated in this Agreement; however, IN NO EVENT SHALL MRM BE REQUIRED TO PROVIDE SERVICES TO THE EMPLOYER OVER AND ABOVE THE AUTHORIZATION AMOUNT LISTED IN SECTION III, PARAGRAPH, A. ABOVE. Should Client choose this option, MRM shall, on a quarterly basis, return all books, records, files and other information relative to closed files to Client; Client shall pay the reasonable costs for the transfer of such closed books, records, files, and other information, subject to the limit on Client's obligation for payments under this Agreement set forth in Section III.A. above including electronic data transfer costs.

E. **Duties Limited to Duration of Agreement.** It is understood and agreed by Client that the services described herein to be performed by MRM are limited to the duration of this Agreement and shall cease upon its termination, and MRM shall have no further liability or service obligation to Client subsequent to the termination date of this Agreement, unless Client chooses to exercise its right to require MRM to handle claims to their conclusion as provided in Section V.D(2) above, in which case MRM's further liability and service obligations shall be limited-solely to the provision of claims services for claims reported to MRM during the Agreement term.

F. **Billing Upon Termination.** Upon termination of this Agreement, MRM will furnish to Client its final billing for services rendered under the terms of this Agreement as soon as practicable. Client agrees to tender payment within thirty (30) days after such final billing is furnished.

Section VI – Indemnification and Insurance

A. **Indemnification by MRM.** MRM agrees to indemnify, defend and hold harmless Client with respect to any and all claims by entities and/or persons not a party to this Agreement for any and all claims asserted as a result of any intentional or grossly negligent act on the part of MRM and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were exclusively caused by MRM and done at MRM's direction. MRM shall have no obligation to indemnify Client

4-8

with respect to any act or omission of MRM or is directors, officers, employees, agents or representatives taken or omitted to be taken at the direction of Client or any of Client's directors, officers, employees, agents or representatives.

B. **Indemnification by Client.** Client agrees to indemnify, defend and hold harmless MRM with respect to any and all claims by entities and/or persons not a party to this Agreement for any and all claims asserted as a result of any intentional or grossly negligent act on the part of Client and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were exclusively caused by Client and done at Client's direction. Client shall have no obligation to indemnify MRM with respect to any act or omission of Client or is directors, officers, employees, agents or representatives taken or omitted to be taken at the direction of MRM or any of MRM's directors, officers, employees, agents or representatives. Client also agrees to indemnify MRM for any and all claims for workers' compensation benefits by persons covered or eligible to be covered by Client. Notwithstanding anything contained herein, Client's obligation to indemnify, defend or hold harmless MRM shall be limited by applicable Alabama law.

C. **Survival of Indemnification.** Sections VI.A. and VI.B. shall survive termination of this Agreement.

D. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

E. **Insurance.**

   a. MRM shall provide at minimum the following insurance:

      i. One (1) Million per occurrence Employer's s Liability and Worker's Compensation.

      ii. Commercial Automobile Liability per occurrence in the amount of One (1) Million dollars.

      iii. Comprehensive General Liability (where applicable to business purpose) in the amount of 1 Million with a 1 Million Umbrella combined single limit.

      iv. Professional liability in the amount of 1 Million.

      v. Cyber liability insurance coverage in the amount of One (1) Million per occurrence.

   Policies shall be written by companies qualified to do business in the State of Alabama and shall have an A.M. Best rating of not less than "A-".

Section VII- Miscellaneous

A. **MRM an Independent Contractor.** It is expressly agreed and acknowledged by the parties to this Agreement that this Agreement is intended to create and shall create between MRM and Client the relationship of independent contractor.

Nothing herein shall be construed as creating a partnership or joint venture between the parties. MRM, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of Client but shall be deemed to be an independent contractor in every respect.

B. **Entire Agreement.** This Agreement contains all the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior oral and written communications between the parties including, if applicable, any prior written agreements in conflict herewith. No modification or amendment of this Agreement shall be valid unless made in writing and fully executed by the parties.

C. **Notices.** All notices required herein shall be in writing and shall be sent postage prepaid, via certified mail, return receipt requested, or reputable private carrier (federal Express, UPS, etc.), with proof of receipt, to the parties at the addresses listed in the recitals above.

D. **Assignment.** Neither party shall be entitled to assign its rights or obligations under this Agreement without the prior written consent of the other party.

E. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

F. **Failure to Enforce.** The failure or delay of either party to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Agreement, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights remedies of either party of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

G. **Headings.** All headings in this Agreement are for convenience of reference only and shall be disregarded.

H. **Interpretation.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement, and therefore agree that this Agreement will be construed as drafted equally by each party, with no presumption favoring or disfavoring either party.

I. **No Third-Party Beneficiaries.** This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder; there shall be no third-party beneficiaries to this Agreement.

J. **Severability.** In the event that one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Dispute Resolution. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussion and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall

4-10

be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Millennium Risk Managers, LLC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates below the parties' signatures, the Agreement to be effective on the date above.

Client:

By: ____________________

Date: ____________________

MILLENNIUM RISK MANAGERS, LLC

By: -Pres.

Date: 2-6-2020

4-11

EXHIBIT A

Claims Services

In accordance with Section II of the Agreement. this exhibit is attached to and shall be incorporated within the Agreement.

MRM shall provide to Client certain claims services necessary for the day-to-day servicing of the workers' compensation and employer's liability claims brought against Client by its employees with are eligible under the Alabama Workers Compensation Act. The obligation to provide such services shall be limited to Client's workers' compensation and employer's liability claims that are (i) reported to MRM by Client during the term of this Agreement for an actual or alleged loss occurring during the term of this Agreement; or are (ii) claims existing on the commencement date of this Agreement that have been serviced by MRM and which MRM agrees to continue its servicing responsibility as provided herein. The obligation is further limited to such claims as are properly within the competent jurisdiction of a court or administrative tribunal, and which are filed and pursued by the claimant in the State of Alabama.

In particular, MRM shall:

1. Service, review. investigate, adjust, process, and/or resist workers' compensation and employer's liability claims presented against Client.
2. Establish claims reserves for each such claim and provide continuous review of and continually update claims reserves to reflect the establishment and/or change in claims reserves.
3. Acknowledge to Client, in writing, at an agreed-upon basis
    a. the receipt of all such claims;
    b. all such claims that have been closed, such acknowledgement to contain the date the claim was closed, and the amount paid:
    c. the receipt of all lawsuits.
4. For claims in litigation, MRM shall keep Client apprised, to the extent reasonable, of the dates of discovery requests, depositions, conferences and trials.
5. Provide a narrative report and analysis of reserves to Client on any such claims where the total incurred claim, inclusive of any reserve established, exceeds One Hundred Thousand Dollars ($100, 000.00) upon request of Client
6. Prepare and maintain a claim file for each such claim, such file to be open at all reasonable times for inspection and copying by Client and its agents, servants, employees and officers upon request.
7. Prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with MRM's handling of such claims, as instructed by Client;

8. Provide medical provider bill review services at no cost for each medical provider bill reviewed to reduce the bill to the fee schedule or reasonable and customary amounts as applicable. Further reductions on the bill to reflect preferred provider organizations savings and other types of savings below the fee schedule or reasonable and customary amounts will be provided for no fee of such savings. Furthermore. MRM shall procure, on the Client's behalf. pharmaceutical bill review services. pharmaceutical PPO network services. durable medical equipment bill review services. and durable medical equipment PPO services. For procuring these services for Client. and providing an incentive for MRM to locate services providers who obtain the maximum amount of saving off of the fee schedule or usual and customary charges. as applicable. Client shall pay to MRM zero % percent of all savings achieved below the billed amount or the usual and customary charge/fee schedule, whichever is lower. MRM shall provide Client a monthly report detailing all savings achieved and the calculations for any and all fees upon such savings. Charges for all services delineated in this paragraph are allocated loss expense. and . as such. shall be paid from the claims file in addition to the service fees delineated in Exhibit C. and are not deemed obligations of Client pursuant to this Agreement. and shall not be limited by the authorization limitation contained in Section III. paragraph A. MRM may utilize the services of a subcontractor to perform all or a portion of such service. and Client understands and agrees that MRM. at no cost to Client. may be compensated for its administrative in connection with the provision of such services.
9. Recommended panel physicians. as required or permitted by law. and assist in the implementation of the services such panel physicians provide.
10. Pay out of Client's claims fund account such disability (lost time; indemnity) benefits. medical benefits. death benefits. allocated loss expense and any other loss and expense as may be required to comply with applicable workers' compensation laws. including any judgments or expenses as set forth in this exhibit and the Agreement.
11. Provide any information requested by any appropriate reinsurance and/or excess insurance carrier(s).
12. Provide to such certified public accountants. attorneys or actuaries any claim cost information as may be reasonably directed by Client.
13. Identify any and all subrogation opportunities and notify Client accordingly.
14. Provide claims services for all old on-the-job-injury legacy claims that are referred to MRM that pre-date Client's workers' compensation program for a per claim fee.
15. (For future use)

The claims services provided by MRM under this exhibit and this Agreement shall be in accordance with any rules and regulations adopted by Client and provided to MRM, the rules and regulations of any governmental regulatory authority. and in accordance with any express requirement of any reinsurance and/or excess insurance contracts issued to Client. all as consistent with applicable law.

Initial

Initial

4-14

EXHIBIT B (LOSS CONTROL SERVICES OPTION)

Loss Control Services

In accordance with Section II.A. of the Agreement. this exhibit is attached to and shall be incorporated within the Agreement.

MRM shall provide to Client loss control services as follows:

1. Provide qualified loss control consultant to visit Client on an as needed and agreed upon basis to review and advise Client of its current loss control program for 32 hours per year.
2. Assist the management of Client in the development and/or modification of a loss control program. and conduct safety training seminars as agreed;
3. Perform on site surveys for hazard identification and work practice evaluation. including accident analysis. to identify trends and problem areas for loss control focus.
4. Provide written reports to Client with an appropriate summary of activities. listing hazards and loss problems. along with recommendations for improvements; and.
5. Provide to Client information on third party independent contractors which may be utilized. at Client's expense. to secure industrial hygiene and OSHA compliance.

It is recognized and agreed by Client that it is responsible for its own safety program and that MRM makes no representation that every unsafe condition or procedure will be discovered. MRM makes no representation that any location. workplace. operating. machinery or equipment is safe. healthful or in compliance with any laws. rules. or regulation. Costs associated with Loss Control Services will be subject to Exhibit C paragraph C to be detailed by Client and MRM.

Initial

Initial

4-15

EXHIBIT C

Fee Schedule

In accordance with Section III of the Agreement this exhibit is attached to and shall become incorporated within the Agreement.

A. Service Fee. Client shall pay to MRM a service fee according to the following schedule:

- **3-year contract at annual rate of $10,000.00 per year. Three-year fee of $30,000.00.**
- **Legacy claims and all new claims are included in annual fee.**
- **32 hours of annual loss control service included in annual fee.**
- **Annual Minimum fee to be $10,000.00.**

Late Payment Penalty. Should any payment required herein not be received by MRM within thirty (30) days, Client shall be charged and pay to MRM a late fee of five (5%) percent per month or the maximum amount permitted by law, whichever is lower, of the amount not paid timely. Client also agrees to be responsible for any attorney fees or court costs associated with nonpayment.

JEG

Initial

Initial

EXHIBIT D

Allocated Loss Expense

In accordance with Section III of the Agreement, this exhibit is attached to and shall be incorporated within the Agreement.

It is agreed that the allocated loss expense shall be defined as:

1. Attorneys' fees:
2. Court reporter's fees:
3. Court costs, court fees, appeal bonds, and court expenses:
4. Printing costs related to trials or appeals:
5. Pre- and post-judgement interest paid as a result of litigation;
6. Costs of depositions, including but not limited to transcript fees:
7. Cost of obtaining copies of public records:
8. Costs of obtaining copies of medical records:
9. Fees for service of process;
10. Private investigator fees and photographer fees;
11. Medical and vocational rehabilitation;
12. Extraordinary claim investigation and/or travel expenses incurred at request of Client:
13. Out of state TPA fees:
14. Witness fees and witness travel expenses or trial and hearing attendance fees;
15. Expert fees and related expenses:
16. Costs of independent medical examinations and/or evaluations including the reasonable and necessary transportation expenses of claimants:
17. Medical cost containment services, including but not limited to utilization management services;
18. Bill review service costs;
19. Reports from attending or examining physicians:
20. Reports from government agencies or branches:
21. Credit bureau reports;
22. Costs associated with indexing claims through and/or submitting claims information to the Insurance Service Office or other rate advisory service organizations, a claims compilation or transmission agency, or any state agency or designee of a state agency;
23. Cost and expenses of subrogation;
24. Costs of operative, investigative and detective services;
25. Cost associated with making any regulatory filings with the Centers for Medicare and Medicaid Services, including but not limited to filings in connection with the Medicare Secondary Payer provisions of the Social Security Act:

26. Medical case management services; and,
27. Any other similar fee, cost or expense that is reasonably chargeable to the investigation, negotiation, settlement, adjustment or defense of a claim and/or loss, or as required for the protection of the subrogation rights or the collection or subrogation on behalf of Client.

Initial

Initial

4-18

Exhibit E

Electronically Accessible Information

(IF ELECTRONIC INFORMATION PROVIDED AS PER SECTION IIIE)

In accordance with Section III.E of the Agreement, this exhibit is attached to and shall become incorporated within the Agreement.

WHEREAS, MRM will provide Client electronic access to its claims information through the utilization of MRM's proprietary data access program (the "MRM software"); and

WHEREAS, Client understands and agrees that irreparable harm would occur to MRM should said proprietary MRM software made accessible to competitors of MRM or persons who could sell or give said proprietary MRM software to a competitor of MRM and that furthermore there is intrinsic, monetary value in the proprietary MRM software created by MRM; and,

WHEREAS, Client will have electronic access to information gathered during the investigation of present and prior years' workers' compensation claims submitted by Client's employees through the aforementioned program; and,

WHEREAS, Client understands that this electronic access to information will likely include information that is confidential and private to the employee, Client and MRM, and which may be confidential or privileged pursuant to law; and,

WHEREAS, Client understands and agrees that the confidentiality of such information should be maintained and preserved to the greatest extent possible in order to protect the privacy and interest of its employees, itself and MRM:

NOW THEREFORE, Client agrees, covenants and/or understands that:

1. All electronically stored information made accessible by MRM to Client will not under any circumstances be revealed or released to any person or entity not directly in the decision-making process of handling the claim to which the information refers; and,
2. It will not directly or indirectly release or cause to the released the electronic information access codes or passwords to persons or entities, other than to those persons identified to MRM by Client as persons who require access to such electronically stored information; and,
3. The MRM software is the property of MRM, and the release or review of such information would cause irreparable harm and damages to MRM; and,
4. The computer programs, software programs, applications, source codes and other computer items utilized by MRM to store the electronically accessible information are

4-19

the property of MRM and the release or review of such information would cause irreparable harm and damages to MRM.

Initial

Initial

4-20

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 2/11/2020 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**40,500**	**26,662**	**3,450**	**100**	**28,232**	**98,944**
C-2020-53	All Collaborating to Serve Community Development Corporation (ACTS CDC)	Community Development					2,500	2,500
C-2020-54	Girls on the Run Serving the River Region	Program Services					3,000	3,000
	Total Appropriations 2/11/2020		0	0	0	0	5,500	5,500
	APPROPRIATED BUDGET BALANCE		40,500	26,662	3,450	100	22,732	93,444
	Interim Administrator Date							

5-1

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 2/11/2020 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**49,600**	**65,000**	**60,000**	**35,500**	**54,000**	**264,100**
BOE-2020-35	E.D. Nixon Elementary School	Musical Program				1,000		1,000
	Total Appropriations 2/11/2020		0	0	0	1,000	0	1,000
	APPROPRIATED BUDGET BALANCE		49,600	65,000	60,000	34,500	54,000	263,100

Interim Administrator Date

AGENDA

FEB 11 2020

6-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 2/11/2020 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**0**	**7,117**	**40,500**	**300**	**54,291**	**28,110**	**0**	**130,318**
DR-C-2020-36	Blue-Gray National Collegiate Tennis Classic, Inc.	Economic and Tourism Development					2,000			2,000
DR-C-2020-37	Manhood, Inc.	Community Service Programs						1,000		1,000
DR-C-2020-38	Peace on the Streets Tutoring and Training Center, Inc.	Community Service Programs						1,000		1,000
DR-C-2020-39	Bellingrath-Southlawn Dixie Youth Baseball League	Baseball Programs						1,500		1,500
	Total Appropriations 2/11/2020		0	0	0	0	2,000	3,500	0	5,500
	APPROPRIATED BUDGET BALANCE		**0**	**7,117**	**40,500**	**300**	**52,291**	**24,610**	**0**	**124,818**
	Interim Administrator Date									

AGENDA

FEB 11 2020

7-1

AGENDA

FEB 11 2020

INTEROFFICE MEMORANDUM

TO: Florence Cauthen, Deputy Administrator (interim Administrator)

FROM: John Brown, Purchasing Manager

SUBJECT: Invitation to Bid: 51901-20B-005 / Janitorial Services

DATE: February 4, 2020

CC:

Request approval of award on the above-referenced Invitation to Bid (ITB) to the lowest responsible bidder, Eagle Cleaning Service, Inc., in the amount of $131,331.00. The vendor meets all specifications of the ITB and will be placed on a future agenda for the County Commission Meeting. (Copy of spreadsheet attached)

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

Coordination of award was made with Lamar Allen, General Services Director.

Attachment

8-1

Purchasing Department
Montgomery County Commission

Abstract for Bids: 97 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-20B-005 DATE ISSUED: JANUARY 7, 2020 DATE OPENED: JANUARY 28, 2020 REQUESTING DEPARTMENT: MONTGOMERY COUNTY COMMISSION				Eagle Cleaning Service, Inc. 525 Belview Street. Bessemer, AL 35020 (205)452-5252 Attn: Michelle M. Scholtz Is Company Minority Business Owned X Yes No		Falls Facility Services, Inc. 1911 Jefferson Ave., SW Birmingham, AL 35211 (205)925-2594 Attn: Thomas Falls, Jr. Is Company Minority Business Owned X Yes No		Supreme Cleaning, Inc. 600 South Court St., Ste.200 Montgomery, AL 36104 (334)316-4234 Attm: Charles E. Lewis Is Company Minority BusinessOwned X Yes No		Professional Management of Ala. 521-F Oliver Road Montgomery, AL 36117 (334)277-7701 Attn: Steve Mishoe Is Company Minority Business Owned Yes X No		No Bids Received: Unifirst Corporation 845 Lagoon Comm Blvd. Montgomery, AL. 36117	
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	Annex III, 101 S. Lawrence Street		12	$ 3,673.00	$ 44,076.00	$ 3,430.07	$ 41,160.84	$6,687.00	$80,244.00	$ 4,293.97	$51,527.64		
2A	Community Corrections, 301 Adams Ave.		12	$ 473.00	$ 5,676.00	$ 440.00	$ 5,280.00	$ 831.04	$9,972.48	$ 348.19	$4,178.28		
2B	Community Corrections, 301 Adams Ave.		12	$ 302.00	$ 3,624.00	$ 115.00	$ 1,380.00	$ 575.00	$6,900.00	$ 115.66	$1,387.92		
3	CareHere Clinic, 300 S. Hull St.		12	$ 310.00	$ 3,720.00	$ 251.00	$ 3,012.00	$1,048.84	$12,586.08	$ 232.53	$2,790.36		
4	Probate/Revenue Office, 5449 Atlanta Hwy.		12	$ 580.00	$ 6,960.00	$ 699.00	$ 8,388.00	$1,410.38	$16,924.56	$ 463.85	$5,566.20		
6	Probate/Revenue Office 3075 Mobile Hwy.		12	$ 470.00	$ 5,640.00	$ 601.00	$ 7,212.00	$1,497.16	$17,965.92	$ 522.89	$6,274.68		
7	Probate/Revenue Office 3425 McGhee Rd		12	$ 280.00	$ 3,360.00	$ 535.00	$ 6,420.00	$1,234.94	$14,819.28	$ 406.03	$4,872.36		
8	Annex II, 125 Washington Ave.		12	$ 997.00	$ 11,964.00	$ 1,350.31	$ 16,203.72	$3,325.40	$39,904.80	$ 1,392.77	$16,713.24		
9	Annex I, 100 S. Lawrence Street		12	$ 3,859.25	$ 46,311.00	$ 4,155.96	$ 49,871.52	$7,341.64	$88,099.68	$ 5,107.22	$61,286.64		
	Total annual cost for items 1-9				$ 131,331.00		$ 138,928.08		$287,416.80		$154,597.32		
	Total Bid				$ 131,331.00		$138,928.08		$287,416.80		$154,597.32		

Notes:

8-2

STATE OF ALABAMA
MONTGOMERY, ALABAMA CONTRACT NO. 51901-20B-005

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 11th day of February, 2020, by and between Eagle Cleaning Service, Inc. of Bessemer, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Falls Facility Services, Inc., agrees to furnish janitorial services for Montgomery County Commission, Annex I, Annex II, Annex III, Community Corrections Buildings, Care Here Clinic, Probate/Revenue West, Probate/Revenue South and Probate/Revenue East, Montgomery, Alabama, in accordance with all the provisions and specifications of Bid No. 51901-20B-005, as issued by the Montgomery County Commission on January 7, 2020 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Eagle Cleaning Service, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.

2. That the Contract period will begin on March 1, 2020 and will end on February 28, 2021, with an option to renew for two (2) years, in one (1) year periods, providing funds are made available by the Montgomery County Commission. A price escalation may be allowed after the first year, but shall not exceed 5% increase per year.

3. That Eagle Cleaning Service, Inc. will provide janitorial services for Montgomery County Commission at prices stipulated in the Invitation to Bid.

4. That Eagle Cleaning Service, Inc. shall at all times be in compliance with all specifications and special provisions within the Invitation to bid.

5. That Montgomery County Commission or Eagle Cleaning Service, Inc. may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.

6. That Eagle Cleaning Service, Inc. will hold Montgomery County Commission, and its employees, harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work of any obligation of Eagle Cleaning Service, Inc. or failure of Eagle Cleaning Service, Inc. to perform any work or obligation provided for in this

8.3

agreement.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 1st day of March 2020.

WITNESS: EAGLE CLEANING SERVICE, INC.

____________________ BY: ____________________

TITLE:_ ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY:____________________

TITLE: ____________________

8-4

POSITION FILL REQUEST- UNBUDGETED

AGENDA

FEB 11 2020

DEPARTMENT: Community Corrections

DEPARTMENT HEAD: Phil Bryant

SUPERVISOR: Phil Bryant

POSITION INFORMATION:

Position Title: Community Corrections Officer

Position Number: TBD

Pay Grade: A06 Pay Range: 36,284-54,214

Proposed Effective Date: February 3, 2020

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

JUSTIFICATION:

To provide adequate services to the court I am requesting another officer position. Community Corrections currently has an officer who has been on military leave since 2017. His current orders require him to remain on active duty until May 2022. This officer has stated that his plans are to permanently remain in the military.

Phil Bryant Date 1-13-2020

Department Head

FINANCIAL IMPACT:

The financial impact is the cost of the annual military leave that the current employee is paid estimated at $3,800.

Sherrill Thomas Date 1/22/2020

Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

I agree that the position should be added to allow Community Corrections to be fully staffed during the absence of an employee on military leave.

Florence M. Cauthen Date 1/22/2020

Interim County Administrator

Revised 12/14/2016

AGENDA

FEB 11 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419218(Replace D. Carter)

Pay Grade: PCT Pay Range: 31,299

Proposed Effective Date: February 24, 2020

Type of Hire: (✔) New (   ) Promotional

Type of Appointment: (✔) Permanent (   ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date February 5, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/05/2020

Employee Benefit Manager

Sherrill Thomas Date 2/5/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 2/6/2020

County Administrator

Revised 12/14/2016

AGENDA
FEB 11 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Lieutenant

Position Number: 500422154(Replace S Foster)

Pay Grade: PC4 Pay Range: 45,842 - 68,493

Proposed Effective Date: February 10, 2020

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date January 28, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/31/2020

Employee Benefit Manager

Sherrill Thomas Date 2/3/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 2/3/2020

Interim County Administrator

AGENDA
FEB 11 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: PROBATE

DEPARTMENT HEAD: JUDGE J C LOVE, III

SUPERVISOR: JAMYLA PHILYAW

POSITION INFORMATION:

Position Title: Administrative Support Associate

Position Number: 750013059 (Replace T. Tolbert)

Pay Grade: A03 Pay Range: $25,630

Proposed Effective Date: February 24, 2020

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge J C LOVE, III Date 1/31/20

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/04/2020

Employee Benefit Manager

Sherrill Thomas Date 2/4/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 2/4/2020

Interim County Administrator

Revised 12/14/2016

AGENDA

FEB 11 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: DEPUTY SHERIFF TRAINEE

Position Number: 550431134(Replace D. Easterling)

Pay Grade: PST Pay Range: $38,236

Proposed Effective Date: 2/10/20

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 1/30/20

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/31/2020

Employee Benefit Manager

Sherrill Thomas Date 2/3/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 2/3/2020

Interim County Administrator

Revised 12/14/2016

12-1

AGENDA
FEB 11 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Tax & Audit Department

DEPARTMENT HEAD: Terri Henderson, Revenue Manager

SUPERVISOR: Courtney Oates, Revenue Compliance Officer

POSITION INFORMATION:

Position Title: Customer Service Clerk CO0016

Position Number: 810016007 (to replace R Fuller)

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

Proposed Effective Date: 02-24-2020

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Terri Henderson Date 02-05-2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/05/2020

Employee Benefit Manager

Sherrill Thomas Date 2/5/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 2/5/2020

Interim County Administrator

Revised 12/14/2016

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA
FEB 11 2020

Date: February 3, 2020
To: Montgomery County Commission
From: Ray Williams, Chief Probation Officer
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: March 12, 2020 Return Date: March 12, 2020
Conference Leave (Days / Hours): 4 hours
Purpose of Travel: 2020 Drug Trends in Alabama Training

Traveler (s) Name: Elizabeth Allen, Tyone Anderson, LaVennia Anthony, Amanda Ashurst,
1. Keno Boman, Jamie Burnett,
2. Linda Parsley-Engle, Garry Gregg
3. Kim Parham, Ann Sikes
4. Patricia Strickland, Jeannie Tapley,
5. Alex Thomas, Rachel Wert
6. Ray Williams, Rhonda Wimbley

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

Total (est.) Cost: $0.00 Advance Registration Required: $0.00
Department Name: Youth Facility Juvenile Court Fund Name: 001-52601.265
Additional Comments: There is no cost to attend this training.

To: Ray Williams, Chief Probation Officer
From: Montgomery County Commission
The above request is app. 2/11/2020 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52601.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$5,000.00
Approved Requests:	$3,750.00
Budget Available:	$1,250.00
Current Requests:	$0.00
Budget Balance:	$1,250.00

Montgomery County Commission

Reviewed by: S. Thomas
Date: 2/4/2020
cc: Finance Director / Buyer

14-1

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA
FEB 11 2020

Date: 1/27/2020

To: Montgomery County Commission

From: George Speake

Re: Approval for the following travel:

Destination: Orange Beach, Alabama

Departure Date: March 4, 2020 Return Date: March 7, 2020

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Attend 31st Alabama Vector Management Society Meeting

Traveler (s) Name:
1. Scott Missildine
2. Larry Huffman
3.
4.
5.
6.

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

Total (est.) Cost: $1,700.00 Advance Registration Required: $250.00

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

Additional Comments:

To: George Speake

From: Montgomery County Commission

The above request is app. 2/11/2020 reimbursement of actual and necessary expenses in the approximate amount of $1,700.00 and advance registration of $250.00 is authorized.

To be completed by the Finance Department

Fund Code:	111-53600.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$19,000.00
Approved Requests:	$4,562.00
Budget Available:	$14,438.00
Current Requests:	$1,700.00
Budget Balance:	$12,738.00

Montgomery County Commission

Reviewed by: S. Thomas

Date: 1/30/2020

cc: Finance Director / Buyer

14.2

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA
FEB 11 2020

Date: February 4, 2020
To: Montgomery County Commission
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery AL
Departure Date: 4/20/2020 Return Date: 4/24/2020
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Personal Property Audits

Traveler (s) Name: 1. Marsha Keller 4.
2. 5.
3. 6.

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

Total (est.) Cost: $300.00 Advance Registration Required: $300.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Mileage: $0.00 Lodging: $0.00 Meals: $0.00
Registration: $300.00
TOTAL EST. COST: $300.00

To: Clay Henley, Chief Appraiser
From: Montgomery County Commission
The above request is app. 2/11/2020 reimbursement of actual and necessary expenses in the approximate amount of $300.00 and advance registration of $300.00 is authorized.

To be completed by the Finance Department

Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$30,000.00
Approved Requests:	$12,433.36
Budget Available:	$17,566.64
Current Requests:	$300.00
Budget Balance:	$17,266.64

Montgomery County Commission

Reviewed by: S. Thomas
Date: 2/6/2020
cc: Finance Director / Buyer

14-3

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA
FEB 11 2020

Date: February 5, 2020
To: Montgomery County Commission
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Denver, CO
Departure Date: May 13, 2020 Return Date: May 16, 2020
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend BLR RecruitCon

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

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

Total (est.) Cost: $1,925.00 Advance Registration Required: $1,320.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: Registration Fee: 1320.00; Airfare: 280.00; Food: 225.00;
Luggage Fee: 60.00; Taxi/Shuttle: $50.00

To: Carmen Douglas, Personnel Director
From: Montgomery County Commission
The above request is app. 2/11/2020 reimbursement of actual and necessary expenses in the approximate amount of $1,925.00 and advance registration of $1,320.00 is authorized.

To be completed by the Finance Department

Fund Code:	123-51961.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$22,000.00
Approved Requests:	$5,241.65
Budget Available:	$16,758.35
Current Requests:	$1,925.00
Budget Balance:	$14,833.35

Montgomery County Commission

Reviewed by: S. Thomas
Date: 2/5/20
cc: Finance Director / Buyer

14-4

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA
FEB 11 2020

Date: February 5, 2020

To: Montgomery County Commission

From: Carmen Douglas, Personnel Director

Re: Approval for the following travel:

Destination: San Diego, CA

Departure Date: June 27, 2020 Return Date: July 1, 2020

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend the 2020 SHRM Annual Conference

Traveler (s) Name:
1. Monica Hill
2. Henry Jackson
3.
4.
5.
6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [✔] Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $7,735.04 Advance Registration Required: $3,100.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: All Rates Per Person- Registration Fee: $1550; Hotel: $1282.52
Airfare: $550; Food: $375; Baggage Fee: $60; Taxi/Shuttle: $50

To: Carmen Douglas, Personnel Director

From: Montgomery County Commission

The above request is app. 2/11/2020 reimbursement of actual and necessary expenses in the approximate amount of $7,735.04 and advance registration of $3,100.00 is authorized.

To be completed by the Finance Department

Fund Code:	123-51961.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$22,000.00
Approved Requests:	$5,241.65
Budget Available:	$16,758.35
Current Requests:	$9,660.04
Budget Balance:	$7,098.31

Montgomery County Commission

Reviewed by: S. Thomas

Date: 2/5/2020

cc: Finance Director / Buyer

14.5