REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

APRIL 20, 2020

AGENDA

INFORMATION SESSION

Call to Order and Welcome at 8:00 a.m.

Prayer

Reports from Staff

Comments from Scheduled Attendees

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Sankey

Pledge of Allegiance Led by Commissioner Singleton

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 6, 2020

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Board Member Appointments, Montgomery County Community Punishment and Corrections Authority

2. Consider Authorization of an "All-in-One" Benefits Administration System/Platform to Enroll and Administer Employee Benefits Utilizing Alliance Insurance Group and Colonial Life, Risk Management

3. Consider Authorization of Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel, Engineering Department

4. Consider Authorization of Memorandum of Agreement with the Alabama Department of Transportation regarding the County's Federal Aid Exchange Funds (FAEF) associated with the "Rebuild Alabama Act" that was passed by the Alabama Legislature in 2019, Engineering Department

5. Consider Authorization of Agreement with the Alabama Department of Transportation regarding Resurfacing Paulk Road from Hillabee Road to Mt. Zion Road, Project # STPMN-5119(251), MCP 51-01-19, CPMS Ref. # 100070372, Engineering Department

6. Consider Authorization of Pay Increase for Chief Inspectors and Election Day Poll Workers, Effective November 4, 2020, Probate Judge's Office

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

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

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

10. Consider Authorization of Bid Award to Galls, LLC for Item Numbers 7, 9-22, 25-30, 32-36, and 38-44; Gulf States Distributors for Item Numbers 1-6, 8, 24, 43 and 44; MAC Uniforms for item numbers 23, 31, 37 and 43-44, Bid Number 52110-20B-010 for Sheriff's Office Uniforms, Sheriff's Office

11. Consider Authorization of Budget Change Request Number 3, Probate Judge's Office (Elections)

Reports from Staff:

County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

AGENDA

APR 20 2020

MONTGOMERY COUNTY COMMISSION
MEETING DATE APRIL 20, 2020

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 4-3-20	
Check Numbers: 293161 – 293278	Total Checks Paid: $ 628,573.12

ACCOUNTS PAYABLE CHECKS DATED 4-10-20	
Check Numbers: 293279 – 293408	Total Checks Paid: $ 1,346,588.00

EFT's included in amounts

PAYROLL CHECKS DATED 4-10-20	
Check Numbers: 134167 – 134250	Total: $ 101,589.63
Direct Deposits	Total: $ 1,441,680.48
Federal Deposits	Total: $ 292,389.10
Total Payroll Paid	Total: $ 1,835,659.21

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

Elton N. Dean, Sr.
CHAIRMAN
Ronda M. Walker
VICE CHAIRMAN
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

APR 2 0 2020

April 7, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen fmc
Interim County Administrator

SUBJECT: Board Member Appointments to the Montgomery County Community Punishment and Corrections Authority

The Montgomery County Commission, at its meeting on April 6, 2020, agreed to place on the next agenda the reappointment of Ms. Carolyn Millender as a member of the Montgomery County Community Punishment and Corrections Authority with a term ending December 1, 2022.

The Commission also agreed to place on the next agenda the appointment of Mr. Damon Harris to the board to fill the position vacated by Mr. Daniel Harris, Jr., for a term ending December 1, 2022.

I am requesting approval of these appointments.

FMC/tn

Attachment

Montgomery County Community Punishment & Corrections Authority

Members:	**Term Expires:**
Robert E. L. (Bobo) Gilpin	12/1/2021
Carolyn Millender	12/1/2019
Daniel Harris, Jr.	12/1/2019
Frank Brown, Chairman	12/1/2021
James E. Williams	12/1/2021
Perry O. Hooper, Jr.	12/1/2021
Hubert Dixon	12/1/2021
District Attorney Daryl Bailey	12/1/2022
Sheriff Derrick Cunningham	12/1/2022

Sheriff	**4 year term**
District Attorney	**6 year term**
All others	**3 year term**

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Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

APR 20 2020

March 31, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

FROM: Holly Leverette HL
Director of Risk Management

SUBJECT: Transition to Alliance Enroll Benefit Administration System

An increasing challenge for the Montgomery County Commission Payroll and Benefits and Risk Management is the administration of employee benefits during the new employee onboarding period and through the employee benefits annual open enrollment period. The current manual process is outdated and inefficient. Employees are also confused about when the open enrollment period is each year, what benefits they are enrolled in, and are having a hard time understanding the different products they are purchasing from multiple different vendors at different open enrollment periods.

The solution to this challenge is to modernize benefit administration by adopting an "All-in-One" Benefits Administration System/Platform to enroll and administer employee benefits utilizing trusted existing vendors, Alliance Insurance Group and Colonial Life. Alliance Insurance Group and Colonial Life have partnered together to help us streamline this process at no additional cost to the County. Attached is a brief summary of the benefits of moving to this type of benefits administration system/platform.

I am requesting the County Commission's review of the recommended initiative outlined above and ask for the initiative to be placed on the next Commission Agenda for approval.

Alliance Enroll HUMAN RESOURCES EMPOWERMENT | Colonial Life.

BENEFITS ADMINISTRATION SOLUTION
FOR
MONTGOMERY COUNTY COMMISSION

CHALLENGES: ***Administration of benefits for Montgomery County Commission is outdated and inefficient***

- Employees do not fully understand and appreciate the benefits offered.
- Compliance of data and legal reporting requirements may be at risk.
- Administration of benefits is manual and time-consuming.

SOLUTIONS: ***Modernize Administration & Adopt an "All-in-One" Benefits Administration System/Platform - Enroll and administer benefits utilizing trusted existing vendors – Alliance Insurance Group and Colonial Life***

- **Benefit to Employees:**
  - During open enrollment, employees will only have to see one representative to enroll in all benefits offered by the County.
  - Eliminate scheduling hassles when previously seeing multiple vendors.
  - Increase workplace productivity while streamlining enrollment process.
  - After enrollment, employees will be able to view their deductions and benefit selections 24/7 with confidence.

- **Benefit to County Commission:**
  - ERISA law requires that notice to all employees of SPD changes are communicated to avoid legal dispute. This system will capture signed employee notification for compliance.
  - Increased employee participation in FSA will increase FICA Savings to County.
  - Administration of COBRA and retiree benefits will be easily identified.
  - Reporting of employee demographics and trends will be generated and simplify budgeting process.

- **Benefit to Risk Management/Payroll:**
  - Centralize all benefit records & sync data across multiple platforms including payroll system. Reduce dual entry.
  - Streamline employee management and know instantly when changes occur. This will minimize claims and billing issues.
  - Through one vendor partnership, employee communication and education will be vastly. enhanced through additional methods such as Group Briefings, Employee Benefits Booklets, flyers, postcards, customized website.
  - Enrollment of benefits will be shortened to one month because all benefits will be securely uploaded to all benefit providers by excel spreadsheet instead of the current manual data entry process.
  - New hires will be onboarded more efficiently.
  - Reduce printing cost since documents are updated as needed & available to employees online.

ELTON N. DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

ENGINEERING DEPARTMENT

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

AGENDA
APR 20 2020

March 20, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer
3/20/2020

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the nearest possible regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increases 3.05 %.

This price increase per cubic yard is in line with previous yearly price increases we have agreed upon in the past. There is no increase in the usual $2,500 lump sum payment included in this lease to cover prior increases in ad valorem taxes for this property and also as payment for our use of a portion of this property as a staging area for storage of road maintenance materials and to temporarily stockpile trees and debris from storm damages.

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

GCS/gcs

Attachment

cc: File

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ___________, 2020 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar ($1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2020 to May 31, 2021@ $1.35

In addition, LESSEE agrees to pay LESSOR the sum of $2,500.00 prior to November 30, 2020 for its use of the above described land for purposes other than the removal of clay gravel and sand, and due to the additional real property taxes assessed against the LESSOR as a result of LESSEE's operations on the leased land.

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to its termination.

This Agreement shall expire on May 31, 2021; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2021 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is another gravel lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within two (2) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Williamson Properties, Ltd

Williamson Properties, Ltd.
By: Polly G. Williamson
Polly G. Williamson

WITNESS:

____

NOTARY PUBLIC:

____
DATE: 03/18/2020
COMMISSION EXPIRES: 01/27/2024

LESSEE:

____
Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

____

NOTARY PUBLIC:

____
DATE: ______________________
COMMISSION EXPIRES: ________

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Elton N Dean, Sr.
Chairman
Ronda M. Walker
Vice Chairman
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

George C. Speake, PE, PLS
County Engineer
Kevin A. Boone, PE
Assistant County Engineer
334.832.1310
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Engineering Department

AGENDA
APR 20 2020

March 31, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer
3/31/2020

SUBJECT: Approval of Memorandum of Agreement
Rebuild Alabama Act
Federal Aid Exchange Funds (FAEF)

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached Memorandum of Agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County (County) concerning allocation of $400,000 to the County in exchange for the County's annual $533,000 federal allocation from ALDOT in accordance with Act 2019-2 (Rebuild Alabama Act). The above stated $400,000 allocation is specified as Federal Aid Exchange Funds (FAEF) in the Rebuild Alabama Act.

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

GCS/gcs

Attachment

cc; File

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MEMORANDUM OF AGREEMENT

BETWEEN THE STATE OF ALABAMA
AND THE
MONTGOMERY COUNTY COMMISSION

PART ONE (1): INTRODUCTION

This Memorandum of Agreement is made and entered into by and between the Alabama Department of Transportation (ALDOT), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the allocation of Rebuild Alabama Act Funds in the amount of $400,000 to the COUNTY in exchange for the annual $533,000 federal allocation, in accordance with the provisions of Act 2019-2 (Rebuild Alabama Act). Hereforth, the $400,000 annual allocation specified in the Rebuild Alabama act shall be known as Federal Aid Exchange Funds (FAEF),

WHEREAS, the parties agree it is in the mutual interest of STATE and the COUNTY,

NOW, THEREFORE, the STATE and the COUNTY for, and in consideration of the premises stated herein, do hereby mutually promise and agree as follows:

A. The COUNTY may petition the STATE in writing to request an exchange of any total current balance of unauthorized federal allocation equaling $300,000 or less for State Public Road and Bridge funds, thus reducing the federal allocation to a balance of $0. The exchange rate shall be State Public Road and Bridge funds in an amount not to exceed 75% of the total current federal allocation balance.

B. As stated in Act 2019-2 (Rebuild Alabama Act) under paragraph b of subdivision (1) of subsection (c) of Section 7, "ALDOT will allocate $400,000 to each county in exchange for the annual federal allocation of $533,000 which was being distributed to each county on the effective date of this act. Nothing in this act shall prohibit ALDOT from utilizing these exchanged federal funds at its discretion and in a manner consistent with Federal Highway Administration (FHWA) procedures".

C. After execution of this Memorandum of Agreement, any previously authorized federal projects using the COUNTY's federal allocation that have an underrun in costs which results in the balance of the COUNTY's federal allocation to be greater than $0 and less than $300,000 shall receive an exchange for State Public Road and Bridge funds at a rate not to exceed 75% of the total current federal allocation balance following the end of each fiscal year. Any previously authorized federal projects using the COUNTY's federal allocation that have an overrun in costs which causes the balance of the COUNTY's federal allocation to be less than $0 shall have the amount of the overage, along with the matching funds associated with that federal allocation, deducted from the $400,000 annual FAEF allocation for the following fiscal year at the end of each fiscal year.

D. The County shall be responsible for any and all reporting provisions contained within Act 2019-2 (Rebuild Alabama Act) pertaining to the use of FAEF.

E. Modification, amendment, or termination of this Agreement as necessary shall be accomplished by the parties in the same manner as the original Agreement.

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F. Any disputes between the parties, senior officials of STATE and COUNTY who have the authority to bind their principals to any agreement they should reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. This right of the STATE'S to the use of alternative methods to attempt to resolve a dispute is not a waiver of the STATE's right to assert sovereign immunity.

G. The COUNTY shall be responsible at all times for all of the work performed utilizing the funds specified under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

H. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.

I. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

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

K. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

L. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

M. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

N. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

O. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below

ATTEST:

Montgomery County, Alabama

By: ______________________________

As Chairman (Signature)

____

Date

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: ______________________________

William F. Patty,

Chief Counsel

____

Date

RECOMMENDED FOR APPROVAL:

____

D.E. (Ed) Phillips, P.E.

State Local Transportation Engineer

____

Date

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

____

John R. Cooper, Transportation Director

____

Date

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

   1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

   2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **<u>Nondiscrimination</u>**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **<u>Solicitations</u>**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **<u>Information and Reports</u>**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ELTON N DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

March 30, 2020

AGENDA
APR 20 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer
3/30/2020

SUBJECT: Approval of Agreement for Resurfacing
Paulk Road from Hillabee Road to Mt. Zion Road
Project# STPMN-5119(251), MCP 51-01-19, CPMS Ref. # 100070372

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Paulk Road from Hillabee Road to Mt. Zion Road (1.989 miles).

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

GCS/gcs

Attachment

cc; File

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CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
MONTGOMERY COUNTY COMMISSION

Resurfacing on CR-70 (Paulk Road) from
CR-70 (Hillabee Road) to
CR-39 (Mt. Zion Road)

Project No. STPMN-5119(251)
County Project No. MCP 51-01-19
CPMS Ref# 100070372

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, (FEIN 63-6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-70 (Paulk Road) from CR-70 (Hillabee Road) to CR-39 (Mt. Zion);
Project# STPMN-5119(251); MCP 51-01-19; CPMS Ref# 100070372.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $298,960 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	$ 298,960.00
County Funds	$ 74,740.00

TOTAL (Incl CE&I)	$ 373,700.00

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It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.

E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

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PART FIVE (5): ACCOUNTING PROVISIONS

A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

   All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

   The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

   The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

   The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

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

D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: ______________________________ **By:** ______________________________

Clerk (Signature) **As Chairman (Signature)**

______________________________ ______________________________

Print Name of Clerk **Print Name of Chairman**

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: ______________________________

William F. Patty,

Chief Counsel

RECOMMENDED FOR APPROVAL:

____

D.E. (Ed) Phillips, P.E.

State Local Transportation Engineer

____

Don T. Arkle, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _______________, 20_____.

____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER______________________

BE IT RESOLVED, by the Montgomery County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing on CR-70 (Paulk Road) from CR-70 (Hillabee Road) to CR-39 (Mt. Zion); Project# STPMN-5119(251); MCP 51-01-19; CPMS Ref# 100070372.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _________day of ________________, 20____ , and that such resolution is on file in the County Clerk's Office.

ATTESTED:

______________________________ ______________________________

County Clerk Chairman

_______day of _____________________, 20_______, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this_________day of ___________________, 20_______ .

____

County Clerk

(AFFIX SEAL)

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EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.)*, (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.)*, as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.)*, (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: ______________________

BUREAU CHIEF/REGION ENGINEER

APPROVAL: ______________________

CHIEF ENGINEER

APPROVAL: ______________________ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

AGENDA

APR 20 2020

M E M O R A N D U M

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

FROM: Judge J C Love, III, Montgomery County Probate Court JCL

RE: Increase pay for Chief Inspectors and Election Day Poll Workers

DATE: March 18, 2020

In my role as Probate Judge, I serve as the Chief Election Official for Montgomery County. The Montgomery County Probate Court, the Montgomery County Board of Registrars, the Montgomery County Circuit Clerk along with the Montgomery County Sheriff's Office have been tasked with the enormous responsibility of ensuring that every registered voter in Montgomery County is able to exercise their right to vote on election day. By the end of 2020, the Montgomery Election Center will have conducted four elections (March 3rd party primaries, March 31st runoff election, Pike Road municipal elections, and November 3rd elections). In recent years, it has become increasingly difficult for us to attract qualified, capable individuals to work the polls on election day.

In Montgomery County, the average age of our election day poll worker is 72 years old. As we have invested in more technologically advanced election equipment, we have found that our older poll workers have become less adept at embracing the changes that newer equipment brings to the election process. We concede that money, in and of itself, will not guarantee better poll workers. However, a higher daily wage will allow us to attract a more diverse pool of candidates who not only present well but can be trained to operate our election equipment.

Montgomery County is at the bottom of similarly populated counties when it comes to paying its poll workers. Presently, Montgomery County pays each election day poll worker $100.00 per day, which is the state's statutory minimum. This amount is reimbursed by the state. Jefferson, Mobile and Madison counties each pay its poll workers $150.00 per day. Those counties pay Chief Inspectors $200.00 per day. Montgomery County pays its Chief Inspectors and Inspectors $125.00 per day. Additionally, Montgomery County pays each Chief Inspector a $20.00 cellular telephone stipend. The $20.00 cellular telephone stipend only costs Montgomery County $980.00 for its 49 Chief Inspectors – an amount not reimbursable by the state. Therefore, Montgomery County only incurs a direct cost of $980.00 per election for its election day poll workers.

We intend to hire around 680 poll workers for the upcoming elections. It would cost Montgomery County an additional $41,650.00. This amount reflects an additional $50 for the 680 poll workers and an additional $75 for the 102 Chief Inspectors and Inspectors. These increases would bring our pay for Poll Workers and Chief Inspectors in line with Jefferson, Madison, and Mobile counties. We respectfully request that the Commission seriously consider our request. As the state's capital city, we believe that we must make a concerted effort to lead from the front. We welcome an open, robust discussion on this matter.

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 4/20/2020 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**31,000**	**19,162**	**2,950**	**100**	**8,982**	**62,194**
**C-2020-51	RESCIND: City of St. Jude	Community Service Programs	-500	-500				-1,000
C-2020-70	Tukabatchee Area Council, Boy Scouts of America	Troop 224's Summer Camp	500					500
C-2020-71	City of Montgomery, Neighborhood Svcs.	Bellwood East HA	2,000					2,000
	Total Appropriations 4/20/2020		2,000	-500	0	0	0	1,500
	APPROPRIATED BUDGET BALANCE		**29,000**	**19,662**	**2,950**	**100**	**8,982**	**60,694**

Interim Administrator Date

AGENDA

APR 20 2020

7-1

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 4/20/2020 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			25,900	65,000	55,500	23,000	51,000	220,400
	Total Appropriations 4/20/2020		0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		25,900	65,000	55,500	23,000	51,000	220,400

Norm M Ca

Interim Administrator Date

AGENDA

APR 20 2020

8-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 4/20/2020 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**217,617**	**108,900**	**97,800**	**131,791**	**98,610**	**80,500**	**735,218**
DR-C-2020-69	City of Montgomery, Neighborhood Svcs.	Greystone Place NA for Security				3,000			3,000
DR-NC-2020-18	City of Montgomery	Montgomery County EMA for Personal Protection Equipment				4,000			4,000
	Total Appropriations 4/20/2020		0	0	0	7,000	0	0	7,000
	APPROPRIATED BUDGET BALANCE		**217,617**	**108,900**	**97,800**	**124,791**	**98,610**	**80,500**	**728,218**

[signature]

Interim Administrator   Date

AGENDA
APR 20 2020

9-1

AGENDA
APR 20 2020

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: March 26, 2020

RE: Invitation to Bid: 52110-20B-010
Sheriff's Office Uniforms

Request approval of award on the above referenced Invitation to Bid to: Galls, LLC for item Numbers 7, 9-22, 24-30, 32-35, 36, 38-40, 43 and 44 in the amount of $61,055.00, based on unit pricing; Gulf States Distributors for items numbers 1-6, 8, 43 and 44 in the amount of $18,897.50, based on unit pricing; MAC Uniforms for item numbers 23, 31, 37 and 41-44 in the amount of $14,807.50, based on unit pricing, be placed on the agenda for the County Commission.

This will be a three (3) year contract and all pricing will be firm for this contract period.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

10-1

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Florence Cauthen, Interim County Administrator

From: Derrick Cunningham, Sheriff D.C

Date: March 16, 2020

Re: Invitation to Bid: 52110-20B-010
Sheriff's Office Uniforms

I request approval of award on the above referenced Invitation to bid, to: Galls, LLC for item numbers 7, 9-22, 24-30, 32-35, 36, 38-40, 43 and 44 in the amount of $61,055.00, based on unit pricing; Gulf States Distributors for item numbers 1-6, 8, 43 and 44 in the amount of $18,897.50, based on unit pricing; MAC Uniforms for item numbers 23, 31, 37 and 41-44 in the amount of $14,807.50, based on unit pricing, be placed on the next agenda for the County Commission.

If I can be of further assistance, please contact me.

DC/ms

Attachment

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

OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

www.montgomerysheriff.com

Purchasing Department

Montgomery County Commission

ABSTRACT FOR BIDS: 26 BIDS EMAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-20B-010 ISSUED: February 19, 2020 OPENED: March 5, 2020 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				Galls, LLC. 1340 Russell Cave Rd. Lexington, KY 40505 Attn: Michael Andres Jr. (800) 876-4242		Gulf States Distriubtors P.O. Box 241387 Montgomery, AL 36117 Attn: Theresa Floyd (334) 271-2010		MAC Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011		Unifirst Corp 845 Lagoon Comm Blvd Mongtomery, AL 36117 NO BID			
				7 BUS. Days ARO		15-30 Days ARO		2 Weeks ARO					
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	BLAUER SUPERSHIRT L/S-MEN	EA	50	$48.50	$2,425.00	$48.10	$2,405.00	NO BID	NO BID				
2	BLAUER SUPERSHIRT S/S MEN	EA	50	$45.75	$2,287.50	$44.40	$2,220.00	NO BID	NO BID				
3	BLAUER CLASSACT PANTS- MEN	EA	50	$50.00	$2,500.00	$39.25	$1,962.50	NO BID	NO BID				
4	BLAUER SUPERSHIRT L/S WOMEN	EA	50	$48.50	$2,425.00	$48.10	$2,405.00	NO BID	NO BID				
5	BLAUER SUPERSHIRT S/S WOMEN	EA	50	$45.75	$2,287.50	$44.40	$2,220.00	NO BID	NO BID				
6	BLAUER CLASSACT PANTS-WOMEN	EA	50	$50.00	$2,500.00	$39.25	$1,962.50	NO BID	NO BID				
7	BLAUER SUPERLIGHT PATROL SHELL	EA	50	$137.00	$6,850.00	$137.25	$6,862.50	NO BID	NO BID				
8	BLAUER SOFTSHELL FLEECE JACKET	EA	50	$102.25	$5,112.50	$98.45	$4,922.50	NO BID	NO BID				
9	BLAUER BDU TACTICAL PANTS- MEN	EA	50	$42.50	$2,125.00	$42.70	$2,135.00	NO BID	NO BID				
10	BLAUER BDU TACTICAL PANTS- WOMEN	EA	50	$42.50	$2,125.00	$42.70	$2,135.00	NO BID	NO BID				
11	5.11 TACTICAL PANTS- MEN	EA	50	$37.75	$1,887.50	$39.90	$1,995.00	NO BID	NO BID				
12	5.11 TACTICAL PANTS-WOMEN	EA	50	$32.60	$1,630.00	$39.90	$1,995.00	NO BID	NO BID				
13	WINDBREAKER	EA	50	$13.00	$650.00	NO BID	NO BID	$32.50	$1,625.00				
14	BLAUER ARMORSKIN BASE SHIRT S/S MEN	EA	50	$35.75	$1,787.50	$47.40	$2,370.00	NO BID	NO BID				
15	BLAUER ARMORSKIN BASE SHIRT L/S MEN	EA	50	$38.25	$1,912.50	$50.75	$2,537.50	NO BID	NO BID				
16	BLAUER ARMORSKIN BASE SHIRT L/S WOMEN	EA	50	$38.25	$1,912.50	$50.75	$2,537.50	NO BID	NO BID				
17	BLAUER ARMORSKIN BASE SHIRT S/S WOMEN	EA	50	$32.25	$1,612.50	$47.40	$2,370.00	NO BID	NO BID				
18	BLAUER FLEECE LINED V-NECK SWEATER	EA	50	$85.00	$4,250.00	$85.45	$4,272.50	NO BID	NO BID				

Notes:

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Purchasing Department

Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-20B-010 ISSUED: February 19, 2020 OPENED: March 5, 2020 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				Galls, LLC. 1340 Russell Cave Rd. Lexington, KY 40505 Attn: Michael Andrews Jr. (800) 876-4242		Gulf States Distriubtors P.O. Box 241387 Montgomery, AL 36117 Attn: Theresa Floyd (334) 271-2010		MAC Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011		Unifirst Corp 845 Lagoon Comm Blvd Mongtomery, AL 36117 NO BID			
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
19	DICKIE PANTS- MEN	EA	50	$20.25	$1,012.50	$23.20	$1,160.00	$22.50	$1,125.00				
20	DICKIE PANTS- WOMEN	EA	50	$19.00	$950.00	$25.35	$1,267.50	$23.50	$1,175.00				
21	RED KAP PANT-WOMEN	EA	50	$19.00	$950.00	NO BID	NO BID	$19.50	$975.00				
22	RED KAP PANT-MEN	EA	50	$15.25	$762.50	NO BID	NO BID	$15.50	$775.00				
23	RED KAP PANT-MEN STYLE: PT62	EA	50	$20.25	$1,012.50	NO BID	NO BID	$19.50	$975.00				
24	BLAUER TURTLENECK DICKIE	EA	50	$11.25	$562.50	$11.05	$552.50	$14.00	$700.00				
25	ELBECO TEXTROP 2 SHIRT W/ZIPPER- L/S: MEN	EA	50	$36.50	$1,825.00	NO BID	NO BID	$45.50	$2,275.00				
26	ELBECO TEXTROP 2 SHIRT W/ZIPPER- S/S: MEN	EA	50	$32.00	$1,600.00	NO BID	NO BID	$41.50	$2,075.00				
27	ELBECO TEXTROP2 PANTS-MEN	EA	50	$35.25	$1,762.50	NO BID	NO BID	$51.50	$2,575.00				
28	ELBECO TEXTROP 2 SHIRT W/ZIPPER- L/S: WOMEN	EA	50	$36.50	$1,825.00	NO BID	NO BID	$45.50	$2,275.00				
29	ELBECO TEXTROP2 SHIRT W/ZIPPER- S/S: WOMEN	EA	50	$32.00	$1,600.00	NO BID	NO BID	$41.50	$2,075.00				
30	ELBECO TEXTROP2 PANTS- WOMEN	EA	50	$35.25	$1,762.50	NO BID	NO BID	$51.50	$2,575.00				
31	ELBECO SHIELD PERFORMANCE SOFT SHELL	EA	50	$119.00	$5,950.00	NO BID	NO BID	$110.00	$5,500.00				
32	ELBECO DUTY MAXX TACTICAL SHIRT L/S- MEN	EA	50	$45.25	$2,262.50	NO BID	NO BID	$48.95	$2,447.50				
33	ELBECO DUTY MAXX TACTICAL SHIRT S/S- MEN	EA	50	$42.25	$2,112.50	NO BID	NO BID	$46.95	$2,347.50				
34	ELBECO DUTY MAXX CARGO PANTS- MEN	EA	50	$64.25	$3,212.50	NO BID	NO BID	$64.95	$3,247.50				
35	ELBECO DUTY MAXX TACTICAL SHIRT L/S-WOMEN	EA	50	$45.25	$2,262.50	NO BID	NO BID	$48.95	$2,447.50				

Notes:

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Purchasing Department

Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-20B-010 ISSUED: February 19, 2020 OPENED: March 5, 2020 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				Galls, LLC. 1340 Russell Cave Rd. Lexington, KY 40505 Attn: Michael Andrews Jr. (800) 876-4242		Gulf States Distriubtors P.O. Box 241387 Montgomery, AL 36117 Attn: Theresa Floyd (334) 271-2010		MAC Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011		Unifirst Corp 845 Lagoon Comm Blvd Mongtomery, AL 36117 NO BID			
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
36	ELBECO DUTY MAXX TACTICAL SHIRT S/S-WOMEN	EA	50	$42.25	$2,112.50	NO BID	NO BID	$46.95	$2,347.50				
37	ELBECO DUTY MAXX CARGO PANTS-WOMEN	EA	50	$65.50	$3,275.00	NO BID	NO BID	$64.95	$3,247.50				
38	ELBECO BODY SHIELD EXTERNAL VEST	EA	50	$73.50	$3,675.00	$77.45	$3,872.50	$86.50	$4,325.00				
39	AUGUSTA SPORTWEAR PERFORMANCE T-SHIRTS-MEN	EA	50	$4.25	$212.50	NO BID	NO BID	$7.95	$397.50				
40	TRU SPEC 24-7 XPEDITION PANT STYLE: 1429	EA	50	$60.50	$3,025.00	$62.60	$3,130.00	$70.50	$3,525.00				
41	5.11 STYLE TDU RAPID LONG SLEEVE SHIRT MEN: 72071	EA	50	$60.25	$3,012.50	$63.90	$3,195.00	NO BID	NO BID				
42	5.11 STRYE TDU PANTS-MEN STYLE; 74433	EA	50	$60.25	$3,012.50	$63.90	$3,195.00	NO BID	NO BID				
43	OPTIONAL EMBROIDERY OF MCSO Badge ON LEFT CHEST	EA	50	$11.25	$562.50	$13.00	$650.00	$6.95	$347.50				
44	OPTIONAL EMBROIDERY OF NAME ON RIGHT CHEST	EA	50	$3.50	$175.00	$3.00	$150.00	$3.00	$150.00				
	Total Cost for Items 1 - 42				$96,287.50		$63,682.50		$51,032.50				
	Total Cost for Items 1 - 44				$97,025.00		$64,482.50		$51,530.00				

Notes: **MAC Vendor noted they are not required to have a Montgomery City or County Business license, due to their use of common carriers for delivery.**

Galls Vendor stated there will be no additional charges for oversized garments.

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STATE OF ALABAMA
MONTGOMERY COUNTY
CONTRACT NO. 52110-20B-010

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 6th day of April, 2020, between Galls, LLC of Lexington, Kentucky and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Galls, LLC owns and operates a business and agrees to furnish uniforms for Montgomery County Sheriff's Office. Items 7, 9-22, 25-30, 32-35, 36, 38-44 of the bid, in accordance with all provisions and specifications of Invitation to Bid No.52110-20B-010, as issued by the Montgomery County Commission on February 25, 2020 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

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

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.

2. That the period of the contract will be for one (3) years, beginning April 6, 2020 and ending April 15, 2023. That prices stipulated in the bid by Galls, LLC shall remain firm for the entire contract period.

3. That Galls, LLC shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.

4. That Montgomery County Commission or Galls, LLC may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.

5. That Galls, LLC agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Galls, LLC, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Galls, LLC agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Galls, LLC also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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6. 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 Galls, LLC.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 6th day of April, 2020.

WITNESS:	GALLS, LLC
______________________	BY: ______________________
	TITLE: ______________________
WITNESS:	MONTGOMERY COUNTY COMMISSION
______________________	BY: ______________________
	TITLE: ______________________

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 52110-20B-010

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 6th day of April, 2020, between Gulf States Distributors of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Gulf States Distributors owns and operates a business and agrees to furnish uniforms for Montgomery County Sheriff's Office. Items 1-6, 8, 24, 43 and 44 of the bid, in accordance with all provisions and specifications of Invitation to Bid No. 52110-20B-010, as issued by the Montgomery County Commission on February 25, 2020 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.

2. That the period of the contract will be for three (3) years, beginning April 6, 2020 and ending April 5, 2023. That prices stipulated in the bid by Gulf States Distributors shall remain firm for the entire contract period.

3. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.

4. That Montgomery County Commission or Gulf States Distributors may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.

5. That Gulf States Distributors agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf States Distributors, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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6. 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 Gulf States Distributors.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 6th day of April, 2020.

WITNESS:	GULF STATES DISTRIBUTORS
____________________	BY: ____________________
	TITLE: ____________________
WITNESS:	MONTGOMERY COUNTY COMMISSION
____________________	BY: ____________________
	TITLE: ____________________

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 52110-20B-010

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 6th day of April, 2020, between MAC Uniforms of Birmingham, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, MAC Uniforms owns and operates a business and agrees to furnish uniforms for Montgomery County Sheriff's Office. Items 23, 31, 37 and 43-44 of the bid, in accordance with all provisions and specifications of Invitation to Bid No. 52110-20B-010, as issued by the Montgomery County Commission on February 25, 2020 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, MAC Uniforms and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.

2. That the period of the contract will be for three (3) years, beginning April 6, 2020 and ending April 5, 2023. That prices stipulated in the bid by MAC Uniforms shall remain firm for the entire contract period.

3. That MAC Uniforms shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.

4. That Montgomery County Commission or MAC Uniforms may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.

5. That MAC Uniforms agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of MAC Uniforms, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. MAC Uniforms agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. MAC Uniforms also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

6. If a dispute arises out of or relates to this Agreement or its breach, the parties shall

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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 MAC Uniforms.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 6th day of April, 2020.

WITNESS:	MAC UNIFORMS
____________________	BY: ____________________
	TITLE: ____________________
WITNESS:	MONTGOMERY COUNTY COMMISSION
____________________	BY: ____________________
	TITLE: ____________________

AGENDA

APR 20 2020

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 3

DEPARTMENT: Probate - Elections **REQUESTED BY:** Judge J C Love, III 3/20/20
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 4/6/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo [ ] Agenda [✓]

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
				0
				0
				0
Election Workers' Fees	001-51911.175	144,000	(4,000)	140,000
				0
Extra Help	001-51911.115	23,100	4,000	27,100
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 167,100	$ 0	$ 167,100

JUSTIFICATION: To cover the expense of temporary workers used to prepare for Primary and Primary Runoff Elections.

Revised 12/14/2016

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