

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
ADMINISTRATOR

July 30, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
County Administrator

SUBJECT: Information pertaining to the August 3, 2020
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, August 3, 2020, at 8:30 a.m. The Formal Session will begin at 9:30 a.m. It will be broadcast live on the Montgomery County Alabama Facebook page.

1. County Commission Information Session Schedule for August 3, 2020

Waived Rules Item for Monday, August 3, 2020

2. Consider Authorization of Memorandum of Understanding with the Town of Pike Road, Alabama to Conduct the Regular Municipal Election on August 25, 2020, Election Center
3. Consider Adoption of Resolution Declaring September 2020 as Mark S. Barrett National Preparedness Month, County Commission

Items to Consider for the Monday, August 17, 2020 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Alcohol License Application for Off Premises Retail Beer and Table Wine to Applicant Gas Express, LLC for Circle K Convenience Store located at 40 House Street, Pike Road, AL 36064, County Commission
5. Consider Authorization of Budget Change Request Number 3, Revenue Commissioner's Office

A COUNTY OLDER THAN THE STATE

July 30, 2020

6. Consider Authorization of Insolvents, Errors and Taxes in Litigation for 2018 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and Related Resolution, Revenue Commissioner's Office (**Enclosed in your packet are additional attachments for this item**)
7. Consider Authorization of Software Subscription Agreement with Origami Risk, LLC regarding the Management and Storage of Claims Data, Risk Management
8. Consider Authorization of Deduct Change Order Number 2 to Contract with Norris Building Co., Inc., regarding Renovation of Showers in the Montgomery County Detention Facility (Jail 2), County Commission
9. Consider Authorization of Bid Award to Buffalo Rock Company for Vending Machine Services, Bid Number 51988-20B-021, County Commission

Personnel Actions

10. Consider Authorization to Allocate One Full-Time Public Safety Communications Dispatcher Position and Approve Related Position Fill Request, and Remove the Allocation of Two Part-Time Public Safety Communications Dispatcher Positions, Sheriff's Office
11. Consider Authorization of Position Fill Request for Juvenile Probation Officer, Position Number 930304007, Youth Facility Juvenile Court

General Information

12. Letter from County Attorney Thomas T. Gallion, III regarding an Executive Session concerning Pending Litigation

If you have any questions, please contact me.

FMC/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
AUGUST 3, 2020

- 8:30 a.m. Prayer and Briefing regarding the Agenda and Scheduled Attendees
- 8:35 a.m. Sheriff Derrick Cunningham – Presentation regarding Alcohol License Application for Off Premises Retail Beer and Table Wine to Applicant Gas Express, LLC for Circle K Convenience Store located at 40 House Street, Pike Road, AL (**Future Agenda Item 4**) and Allocation of One Full-Time Public Safety Communications Dispatcher Position and Approve Related Position Fill Request, and Remove the Allocation of Two Part-Time Public Safety Communications Dispatcher Positions (**Personnel Action Item 10**)
- 8:40 a.m. Managing Director Mike Dunn with STIFEL – Presentation regarding Parameters Resolution with Montgomery County Community Cooperative District and Authorization of Execution of Bond Purchase Agreement and Related Documents
- 8:45 a.m. Chief Revenue Clerk Allyson Holland – Presentation regarding Budget Change Request Number 3 (**Future Agenda Item 5**) and Insolvents, Errors and Taxes in Litigation for 2018 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and Related Resolution (**Future Agenda Item 6**)
- 8:50 a.m. Director of Risk Management Holly Leverette – Presentation regarding Software Subscription Agreement with Origami Risk, LLC concerning the Management and Storage of Claims Data (**Future Agenda Item 7**)
- 8:55 a.m. Director of Elections Darryl Parker – Presentation regarding Memorandum of Understanding with the Town of Pike Road, Alabama to Conduct the Regular Municipal Election on August 25, 2020 (**Waived Rules Item 2**)
- 9:00 a.m. Chief Probation Officer Ray Williams – Presentation regarding the Hiring of Three Juvenile Probation Officers approved on January 14, 2020 and Position Fill Request for Juvenile Probation Officer, Position Number 930304007 (**Personnel Action Item 11**)
- 9:05 a.m. County Engineer George Speake – Update regarding Engineering Operations
- 9:10 a.m. Manager of Public Affairs Hannah Hawk – Presentation regarding Resolution Declaring September 2020 as Mark S. Barrett National Preparedness Month (**Waived Rules Item 3**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Executive Session regarding Pending Litigation (**General Information Item 12**)
- 10:30 a.m. Adjourn

TO: Members, Montgomery County Commission
 Elton Dean, Chairman
 Ronda Walker, Vice Chairman
 Dan Harris
 Isaiah Sankey
 Doug Singleton

 Administrator, Montgomery County
 Florence Cauthen

FROM: The Montgomery County Election Center
 Darryl Parker, Director of Elections

DATE: July 30, 2020

RE: **Pike Road Municipal Election**

The attached Memorandum of Understanding provides for the Montgomery County Election Center, a department of the Office of Probate Judge J C Love, III, to administer the 2020 Pike Road Municipal Election to be held on Tuesday, August 25, 2020.

Pike Road will utilize one polling place (Pike Road Town Hall) for the election. Three municipal offices (Town Council, Places 1, 3 and 5) will appear on the one (1) ballot style. No Runoff Election will be needed.

The Montgomery County Election Center is working closely with Lisa Burke, town clerk of Pike Road, to staff and supply the polling place. Election Systems and Software is the election materials vendor.

**MEMORANDUM OF UNDERSTANDING
CONDUCT OF REGULAR MUNICIPAL ELECTION – AUGUST 25, 2020
TOWN OF PIKE ROAD, ALABAMA**

The Town of Pike Road, Alabama and Montgomery County, Alabama enter into this Memorandum of Understanding and agree to the following terms with respect to the conduct and administration of the Town's Municipal Election, to be held on Tuesday, August 25, 2020.

1. **Coordination of Official Actions** – The Town of Pike Road, by and through its government officers shall coordinate any official actions with respect to the conduct of the Municipal Election. This includes, but is not limited to, passage of Resolutions, posting of notices, and publication of notices as required by law.
2. **Qualifying of Candidates for Office** – The Town Clerk shall coordinate the qualifying of candidates to run for office in the Municipal Election. Any qualifications for office shall be determined by state law and affirmed by the governing body of the Town of Pike Road. Montgomery County nor any department thereof shall be responsible for advising on the qualifications or eligibility of any candidate or prospective candidate in the Municipal Election. Any dispute of eligibility of candidacy must be directed to the Town Clerk and adjudicated in a manner determined by the governing body of the Town.
3. **Coordination of Ballot Printing** – Once qualifying has closed, the Town Clerk shall certify a list of qualified candidates to the Director of Elections. This listing shall include the full name of the candidate as he or she wishes for it to appear on the Official Ballot and the office for which he or she has qualified. The certification of the Town Clerk shall also include the quantity of absentee ballots and precinct ballots that the Town wishes to have printed. Upon receipt of this certification, the Director of Elections shall coordinate with the County's election support vendor and obtain a proof of the Official Ballot and a quote for the cost of printing and delivery of the ballots, based on the quantities supplied by the Town Clerk. The Director of Elections shall coordinate with the Town Clerk on review and editing of the ballot proof. Once the ballot proof has been reviewed and edited, the Town Clerk shall certify to the Director of Elections that printing of the ballots may proceed. Printed ballots and other absentee and precinct supplies will be shipped to the Montgomery Election Center and the Director of Elections will coordinate delivery of the items to the Town Clerk. *The election support vendor will invoice the Town of Pike Road directly for the cost of ballot printing and shipping and the Town of Pike Road will pay the vendor directly.*
4. **Coordination of Election Equipment** – Based on the certification of qualified candidates from the Town Clerk, the Director of Elections shall coordinate with the County's election support vendor to obtain programming files for the Municipal Election. The election equipment programming files will be transferred from the vendor to the Montgomery Election Center. The Montgomery Election Center will program election equipment, including three (3) ballot tabulators and two (2) ExpressVote ballot marking devices. *The election support vendor will invoice the Town of Pike Road directly for the cost of providing the election equipment programming files and the Town of Pike Road will pay the vendor directly for these costs. The Montgomery Election Center will program, test for accuracy and logic, deliver, setup, and takedown the equipment for the amounts provided in Appendix A of this Memorandum of Understanding.*

5. **Absentee Voting** – The Town Clerk shall serve as the Absentee Election Manager and absentee voting activities shall be conducted from Town Hall. An accurate listing of all persons who have requested an absentee ballot shall be maintained by the Town Clerk and the names of those persons shall be denoted as having applied for an absentee ballot on the official list of registered voters. Voted absentee ballots shall be secured at all times by the Town Clerk and tabulated on Election Day by polling officials that have been selected, trained, and appointed for the purpose of tabulating the ballots cast in the absentee voting precinct.
6. **Recruitment and Training of Polling Officials** – The Montgomery Election Center will coordinate the recruitment and online training of polling officials for the Pike Road Municipal Election. If possible, the polling officials for this election will be selected from the current complement of polling officials in Montgomery County, which reside in the Town of Pike Road. If the Montgomery Election Center is unable to recruit enough polling officials from the County roster to adequately staff the election, then the Town Clerk will be consulted to provide additional names of potential polling officials. The Montgomery Election Center will provide online training to the selected polling officials, consistent with the training administered to Montgomery County polling officials. Each polling official must affirm his or her completion of the online training course. The Election Day polling officials shall be appointed by the governing body of the Town. *The rate of payment for polling officials shall be determined by the governing body of the Town and the Town Clerk shall coordinate payment of each polling official.*
7. **List of Registered Voters** – The Montgomery County Board of Registrars shall certify a current, accurate list of voters registered and eligible to vote in the Town of Pike Road to the Town Clerk and Judge of Probate. The Town Clerk shall certify a list of those registered voters who have applied for an absentee ballot to the Judge of Probate for designation on the printed list of registered voters. The Judge of Probate, through the Director of Elections, shall have printed two copies of the list of registered voters, divided alphabetically, and bound for use on Election Day. *The cost of preparing the list of registered voters shall be determined by multiplying the number of registered voters (active and inactive) certified by the Board of Registrars by five cents. This cost shall be paid by the Town of Pike Road to Montgomery County in accordance with this Memorandum of Understanding. The Town of Pike Road shall also be responsible for any costs associated with the printing, processing, and postage of mailing notification of the election to the registered and eligible voters within the Town.*
8. **Election Day Support** – The Director of Elections and Montgomery Election Center staff shall provide Election Day support to the Town Clerk, if there is a malfunction of any voting equipment. For issues other than malfunctions of voting equipment, the Town Clerk may consult with the Assistant Director of Elections on Election Day, but Montgomery County staff will not enter the polling place or interfere with the voting activities. In accordance with State Law, no individuals other than voters, and persons to assist them, the election officers, polling officials, poll watchers, and law enforcement shall be present in a polling place during the voting period. The Montgomery Election Center will not be responsible for policing the polling place and any unauthorized persons in the polling place, which may present grounds for an election contest, shall be the responsibility of the Town of Pike Road.

9. **Post-Election Procedures** – The appointed precinct polling officials shall close the polling place and generate the election results from the ballot tabulation machines. Once the results have been obtained from each ballot tabulation machine, the polling officials shall post the results for public inspection. After the results are posted for public inspection, the Director of Elections will obtain the ballot tabulator data packs for processing in the Montgomery County central tabulation equipment. The Director of Elections shall generate unofficial election results by contest and candidate and transmit them to the Town Clerk. At noon on the seventh day following the election, the Town Council shall convene to tabulate any provisional ballots that were cast on Election Day and determined by the Board of Registrars to be eligible for counting. After any provisional ballots have been tabulated and their results integrated into the unofficial results from Election Day, the Town Council shall canvass and certify the official election results. The Director of Elections shall append the election results report in the Montgomery County central tabulation equipment to reflect the official results certified by the Town Council. This data shall be stored in the Montgomery County election results database for future reference and public inspection. Montgomery County will not be responsible for handling voter complaints or election challenges and contests. The investiture of those persons elected shall be handled in accordance with State Law by the Town of Pike Road.
10. **Contact Information** – The following individuals shall serve as the contacts of the Town of Pike Road and Montgomery County for any issue related to the terms of this Memorandum of Understanding.

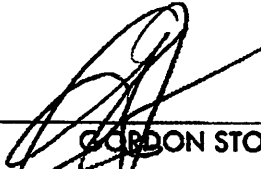
Town of Pike Road
Lisa Burke
Town Clerk
9575 Vaughn Road
Pike Road, AL 36064
334-272-9883

Montgomery County
Darryl Parker
Director of Elections
125 Washington Avenue
Montgomery, AL 36104
334-832-7169

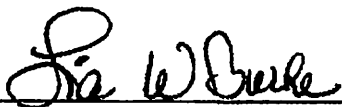
Executed this 22nd day of July, 2020.

FOR THE TOWN OF PIKE ROAD

FOR MONTGOMERY COUNTY



GORDON STONE, MAYOR



LISA BURKE, TOWN CLERK

ELTON DEAN, COMMISSION CHAIRMAN



J C LOVE, III, PROBATE JUDGE

APPENDIX A – ESTIMATED COSTS

COST CATEGORY	COST	PAYMENT TERMS
Rental Charge for Ballot Tabulators (including logic and accuracy testing, delivery, setup, and troubleshooting)	3 tabulators @ \$500 per tabulator <u>\$1500.00</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Rental Charge for ExpressVote Voter Assist Terminal (including logic and accuracy testing, delivery, setup, and troubleshooting)	2 ExpressVote units @ \$400 per ExpressVote <u>\$800.00</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Printing, Processing, and Binding of List of Registered Voters	\$0.05 per registered voter (active and inactive) on the Election Day list of registered voters certified by the Board of Registrars. <u>Total TBD</u>	Payment of the total amount of this line item will be made from the Town of Pike Road directly to Montgomery County.
Ballot Layout and Printing / Voting Equipment Programming Services (VENDOR SERVICES)	A total cost estimate will be provided by the vendor (ES&S) prior to any services being performed. <u>Total TBD</u>	Any costs associated with this line item will be paid by the Town of Pike Road directly to the County's election vendor, Election Systems & Software (ES&S)
Polling Officials	The Director of Elections will make a recommendation to the Town Clerk as to the number of polling officials needed to adequately administer the election. The Town Council will be responsible for approving the rate of pay for each polling official and the total cost of this line item may be determined at that point. <u>Total TBD</u>	Any costs associated with this line item will be paid by the Town of Pike Road directly to those persons that fulfill their obligation as a polling official.

Resolution

WHEREAS, Mark S. Barrett joined the Montgomery City/County Emergency Management Agency on March 13, 2013; and

WHEREAS, he is a graduate of the FEMA Emergency Management Academy; and

WHEREAS, during his tenure, Mr. Barrett built training and exercise programs with multiple public safety departments and businesses including Hyundai, Glovis, Alabama Department of Public Health and the U.S. Marshal's Office; and

WHEREAS, in 2018, he conducted the largest Montgomery Public Schools Active Shooter exercise with more than 300 educators, principals and support staff along with emergency response departments; and

WHEREAS, he conducted and assisted with instruction to certify more than 1,500 citizens in Community Emergency Response Team training; and

WHEREAS, when the COVID-19 pandemic hit, Mr. Barrett stepped into the role of Acting Deputy Director, working in concert with Director Thornton to ensure 24-hour coverage helping citizens and public safety partners; and

WHEREAS, he served as the Regional Stockpile Manager for the Alabama Department of Public Health and during COVID-19, he along with the Montgomery EMA team trained, received, and distributed millions of Personal Protective Equipment items to every county in Alabama within 10 days of the first case in our state; and

WHEREAS, Mr. Barrett is a true servant leader and always strives to assure Montgomery County is prepared for any manmade, natural, act of terrorism or global pandemic disaster; and

WHEREAS, on September 1, 2020, Mr. Barrett will officially retire from the Montgomery City/County Emergency Management Agency; and

WHEREAS, September 2020 is National Preparedness Month.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission recognizes, commends and thanks Mr. Mark S. Barrett for his years of service and commitment, and does hereby declare September 2020 in Montgomery County, Alabama as

Mark S. Barrett National Preparedness Month.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 3rd day of August, 2020.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

July 29, 2020

MEMORANDUM

TO : Ms. Florence Cauthen, County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Circle K
40 House Street, Pike Road, AL 36064
Retail Beer (Off Premises Only) Alcohol License Application

I have reviewed the attached application for Circle K Store. I have no objection to the approval of this alcohol license.

DC/crv

encls.

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

www.MontgomerySheriff.com

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

4-1



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20200709091828063



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: CIRCLE K

Filing Fee: \$100.00

Applicant: GAS EXPRESS LLC

Transfer Fee:

Location Address: 40 HOUSE STREET PIKE ROAD, AL 36064

Mailing Address: 1575 NORTHSIDE DR NW STE 470 ATLANTA, GA 30318

County: MONTGOMERY Tobacco sales: YES

Tobacco Vending Machines: 0

Type Ownership: LLC

Book, Page, or Document info: 0145618

Date Incorporated: 10/10/2001 State incorporated: GA

County Incorporated: FULTON

Date of Authority: 03/20/2020

Alabama State Sales Tax ID: R010711566

Federal Tax ID: 582638530

Name:	Title:	Date and Place of Birth:	Residence Address:
AMIN CHITALWALA 043058250 - GA	MEMBER	10/09/1974 PAKISTAN	1961 ROSECLIFF DR NE ATLANTA, GA 30329
SHAMS NANJI 051652989 - GA	MEMBER	03/31/1972 PAKISTAN	150 NORTHERN OAKS DR FAYETTEVILLE, GA 30214

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: PENNY PISTACCHIO

Home Phone: 770-685-7326

Business Phone: 404-809-4921

Cell Phone:

Fax:

E-mail: PENNY@MAJORSMGMT.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:

4-2



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20200709091828063



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: CK SOUTH BLVD LLC 423-618-2773

What is lessors primary business? PROPERTY OWNERS

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 3600 Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Location is within: CITY LIMITS

Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20200709091828063



Initial each

Signature page

AC

In reference to law violations, I attest to the truthfulness of the responses given within the application.

AC

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

AC

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

AC

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

AC

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

AC

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

AC

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

AC

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

AC

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Amin Gitalwala

Signature of Applicant:

Notary Name (print):

Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



4-4

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 3

DEPARTMENT:

Revenue Commissioner's Office

REQUESTED BY: Janet Buskey

7/28/20

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY:

Sherrill Thomas

7/29/20

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
Advertising	001-51500.253	5,000	33,315	38,315
Professional Services	001-51500.307	5,200	(4,450)	750
Office Supplies/Minor Equipment	001-51500.211	23,910	(3,000)	20,910
Fund Balance	001.35900		(25,865)	(25,865)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 34,110	\$ 0	\$ 34,110

JUSTIFICATION: Realign budget to cover cost advertising fees that we could not collect due to the cancellation of our annual tax sale.

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



July 28, 2020

MEMORANDUM

TO: Elton Dean
Chairman, Montgomery County Commission

FROM: Janet Y. Buskey
Revenue Commissioner

SUBJECT: Approval of 2019 Annual Report

I have enclosed the 2019 Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements and the related Montgomery County resolution for approval at the August 17, 2020 County Commission meeting. This annual listing is in accordance with Code Section 40-5-23 of the Code of Alabama.

I appreciate your assistance in this matter. If you have any questions, please let me know.

JYB/ah

Enclosures

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

6-1

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2019 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 17th day of AUGUST 20 20, Janet Buskey, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2019, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes--- General-----	\$	\$13,156.30
--- Soldier-----	\$	\$5,262.52
--- School-----	\$	\$15,787.56
Errors in Assessments: State Taxes--- General-----	\$	\$557,670.05
--- Soldier-----	\$	\$223,068.02
--- School-----	\$	\$669,204.06
Taxes in Litigation: State Taxes--- General-----	\$	\$4,449.90
--- Soldier-----	\$	\$1,779.96
--- School-----	\$	\$10,265.34

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2018, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes--- General-----	\$	\$5,658.86
--- Soldier-----	\$	\$2,263.55
--- School-----	\$	\$6,790.64

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

		General		Soldier		School
2000 - 2005	\$	31,943.55	\$	12,777.42	\$	38,332.26
2006 - 2009	\$	16324.7	\$	6529.88	\$	59600.76
2010 - 2013	\$	5270.73	\$	2108.29	\$	6324.87
2014 - 2018	\$	3937.84	\$	1575.14	\$	9160.91

Given under my hand this 17th day of AUGUST 20 20

Presiding Officer

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

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of "Insolvents" and "Errors in Assessment" on taxes for the year 2019, as required by the Code of Alabama, 1975, Section 40-5-23, and

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

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

INSOLVENTS:	County's General Fund	\$26,312.60
	County's Road & Bridge Fund	\$13,156.30
(Homestead Exemptions)	County's General Fund	\$ 0.00
	County's Road & Bridge Fund	\$ 0.00
ERRORS IN ASSESSMENTS:	County's General Fund	\$1,137,675.90
	County's Road & Bridge Fund	\$568,837.95
(Homestead Exemptions)	County's General Fund	\$20,419.80
	County's Road & Bridge Fund	\$10,209.90

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on "Lands Bid In" for the year 2019 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	\$0.00
	County's Road & Bridge Fund	\$0.00
(Homestead Exemptions)	County's General Fund	\$0.00
	County's Road & Bridge Fund	\$0.00

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2019, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	\$8,960.70
	County's Road & Bridge Fund	\$4,480.35
(Homestead Exemptions)	County's General Fund	\$70.00
	County's Road & Bridge Fund	\$35.00
(Refunds)	County's General Fund	\$26,719.98
	County's Road & Bridge Fund	\$13,359.99
(Homestead Exemptions)	County's General Fund	\$823,019.20

	County's Road & Bridge Fund	\$411,509.60
(Abatements)	County's General Fund	\$711,084.60
	County's Road & Bridge Fund	\$355,542.30

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

Adopted this 17th day of August 2020.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
ADMINISTRATOR

July 29, 2020

MEMORANDUM

TO: Florence Cauthen
County Administrator

FROM: Holly H. Leverette
Director of Risk Management

SUBJECT: Approval of New Risk Management Information System Software Subscription
Agreement & Statement of Work.

It was brought to my attention by IT when I started here that the current Risk Management Information System being utilized to manage and store claims data was not able to be supported. We also would not be able to load the software on any additional computers but the one it was currently loaded on. Further, these older legacy systems are more vulnerable to security breaches because they are not supported. For these reasons it was strongly recommended that Risk Management find a new system to meet our needs.

The system selected is Origami Risk. In addition to being able to meet and exceed all the Risk Management Departments needs, Origami Risk has created a portal that as a client we would have access to for Covid-19 exposure tracking and reporting. This expense is one that is unbudgeted, however the first year and implementation fees will be able to be submitted for reimbursement under the CARES Act.

I would like to discuss this item with the Commission at the next County Commission meeting for consideration of their approval.

Attachments

A COUNTY OLDER THAN THE STATE

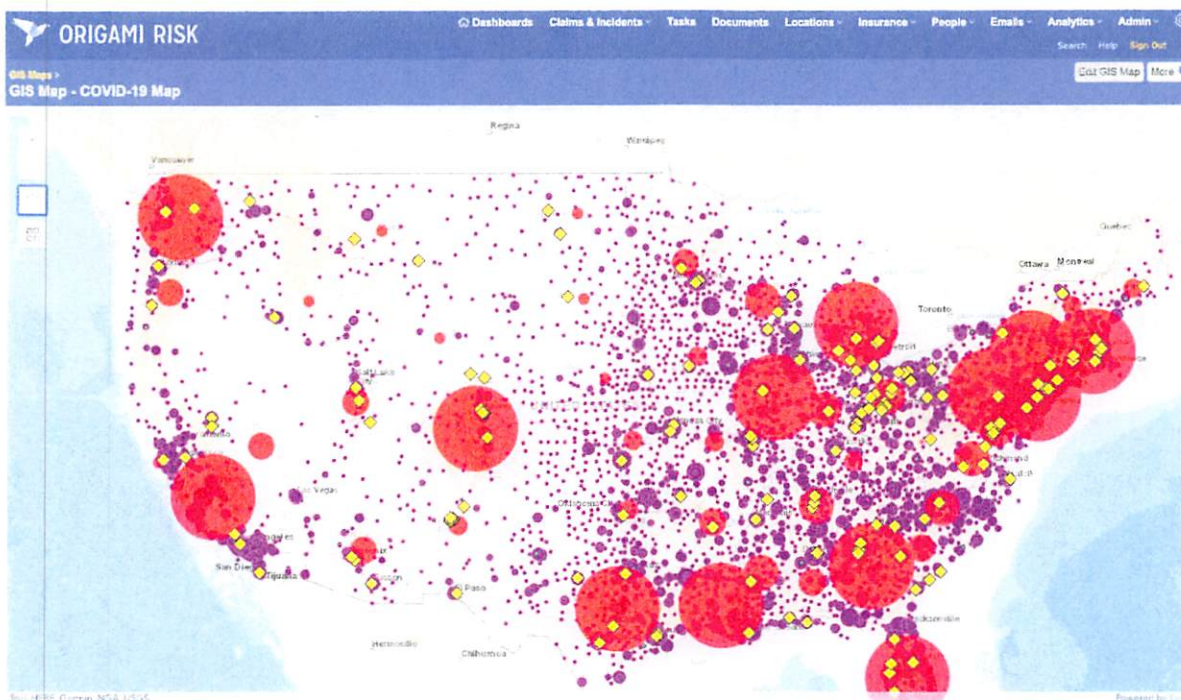
Tracking the Risk and Impact of COVID-19

Origami Risk has worked with clients to quickly develop solutions that help address the many ways the COVID-19 crisis is impacting business operations and employee health and safety. These solutions include mapping tools, exposure tracking, disaster location communication, and status auditing. The flexible nature of Origami Risk allows for rapid responses to a dynamic crisis.

VISUALIZATION (GIS TOOLS)

Any publicly-available data feed (such as the dataset used to power the popular Johns Hopkins COVID-19 case map) can be easily embedded in dashboard widgets or combined with location and incident data in Origami Risk.

- Visually monitor crisis status and see which locations are most affected
- Combine multiple datasets in one map or break out into separate maps
- See which areas are closest to hotspots for prioritizing communication and planning



COVID-19 case map with overlay of hospital bed availability

STATUS AUDITS

Rapidly configure customized audits to track health and safety concerns while helping to project operational impacts across the enterprise.

- Allow a large number of locations to self-report statuses relative to COVID-19
- Anonymous portal simplifies administration
- Aggregate responses to help management understand the scope of impact

Origami Risk is a leading provider of integrated SaaS solutions for the risk and insurance industry—from insured corporate and public entities to brokers and risk consultants, insurers, third party claims administrators (TPAs), and risk pools. Highly configurable and completely scalable, Origami Risk delivers a full suite of risk management and insurance core system solutions from a single secure, cloud-based platform accessible via web browser and mobile app.

SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into as of August 17, 2020 (the “**Effective Date**”) by and between ORIGAMI RISK LLC, a Delaware limited liability company (“**Origami**”), and Montgomery County Commission (“**Client**”). Origami and Client hereby agree as follows:

1. **DEFINITIONS.**

“**Affiliate**” means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by, or under common control with, such party.

“**Client Data**” means the data provided or inputted by or on behalf of Client or any User or Affiliate of Client for use with the Service.

“**Client Party**” means Client and each of its Affiliates and Users.

“**Confidential Information**” means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.

“**Customizations**” means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

“**Documentation**” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

“**Fees**” means the fees payable pursuant to this Agreement as set forth in any Statement of Work.

“**Intellectual Property Rights**” means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

“**Professional Services**” means professional services provided by Origami to Client as set forth in any Statement of Work.

“**Service**” means Origami’s software-as-a-service identified in the Statement of Work and accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address or mobile application, rendered to Client by Origami.

“**Statement of Work**” means any statement of work entered into and mutually approved in writing by the

parties pursuant to this Agreement from time to time. The initial Statement of Work is attached hereto as Exhibit A, and the pricing detail with respect to such Statement of Work is attached hereto as Exhibit B.

“**User**” means any employee, contractor, agent, customer, investor, consultant or service provider of Client or any of Client’s Affiliates who uses or accesses the Service or any other person or entity that is provided user credentials to the Service by or on behalf of Client or any of Client’s Affiliates.

“**Work Product**” means Customizations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Customizations, and all Intellectual Property Rights subsumed therein.

2. **SERVICE.**

(a) **Service.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Origami hereby grants Client a non-exclusive right to permit its Users to access the Service via the Internet. Client, its Affiliates and Users may use the Service solely for internal business of Client, its Affiliates and Users. Users shall use the Service in accordance with this Agreement and the applicable Statement of Work and Documentation.

(b) **Storage.** Client may store Client Data through the Service up to the amount set forth in the applicable Statement of Work. If the amount of storage used exceeds this limit, Client will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work.

(c) **Service Level Agreement.** Origami’s Service Level Agreement with respect to the Service is set forth as Exhibit C (the “**Service Level Agreement**”). Any Excluded Event (as defined in such Service Level Agreement) and any unavailability of the Service that does not constitute a failure of the Availability Requirement set forth in such Service Level Agreement shall not constitute a breach of this Agreement.

(d) **Restrictions.** Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or

ORIGAMI RISK

any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that would reasonably be expected to damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server (and if any access or use of the Service does damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server, then Client shall promptly discontinue such access or use upon written notice of such by Origami); (vi) take any action that would reasonably be expected to interfere with any third party's use and enjoyment of the Service (and if any Client action does interfere with any third party's use and enjoyment of the Service, then Client shall promptly discontinue such action upon written notice of such by Origami); (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Origami server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; (x) perform any vulnerability scanning or penetration testing on the Service or Origami's systems or networks without Origami's explicit prior written consent for each such scan or test; or (xi) access the Service in order to (A) build a competitive product or service, or (B) build a product using similar unique and confidential ideas, features, functions or graphics of the Service.

(e) **Users.** Client may permit the number of authorized Users as set forth in the Statement of Work to use the Service. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Statement of Work and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Statement of Work or Documentation. The Service allows Client to grant different levels of access to Client Data, to different Users, as described in more detail in the Statement of Work. It is Client's responsibility to designate the applicable access to be granted to each User. Client shall cause all Users to comply with all obligations of Client hereunder, to the extent applicable to Users. Except for Client's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User. Client's failure to cause a User to comply

CONFIDENTIAL

with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by Client.

(f) **Third Party Access.** Client shall also have the right for Client and its Affiliates to permit third party Users to access or use the Service in accordance with the terms and conditions of this Agreement and the applicable Statement of Work, provided that each such third party User has agreed in writing to Origami's Third Party User Agreement ("**Third Party Terms**") prior to or upon such User's initial login to the Service. Such Third Party Terms are available from Origami upon request. Client may meet this requirement with respect to any third party User by requiring such third party User to accept the Third Party Terms as part of a click-through that can be enabled to appear upon such third party User's initial login to the Service. Any rights granted hereunder or under the Third Party Terms with respect to the Service to third party Users shall expire or terminate immediately upon the termination of this Agreement in accordance with its terms. Client shall be fully responsible for (i) ensuring the compliance of each Client Party with the terms and conditions of this Agreement, the applicable Statement of Work and Documentation, and the applicable Third Party User Agreement, and (ii) all violations of the terms or conditions of this Agreement, the applicable Statement of Work and Documentation, and the applicable Third Party Terms by each Client Party.

(g) **Professional Services.** During the term of this Agreement, Origami will make available to Client certain Professional Services to the extent set forth in the Statement of Work. Client may also contract for expanded services for additional days and hours in accordance with the rates set forth in the Statement of Work, or if no such rates are specified, Origami's then-current policies and prices. Notwithstanding the foregoing, Origami will not be obligated to provide any support required as a result of, or with respect to, (i) Client's operating systems, networks, hardware, or other related equipment of Client, or (ii) Client's or any of its Users' use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Agreement.

(h) **Client Obligations.** Client shall: (i) provide Origami with reasonable access to Client's premises to the extent necessary to enable Origami to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service; (iv) assign personnel with relevant training and experience to work in consultation with Origami; (v) meet the requirements to use the Service as set forth at <http://www.origamirisk.com/product-requirements>; (vi) safeguard the usernames, passwords and other security data,

ORIGAMI RISK

methods and devices furnished to Client in connection with the Service and prevent unauthorized access to or use of the Service and promptly notify Origami if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) be responsible for Client networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format as set forth in the Service Level Agreement or as otherwise mutually agreed by the parties; (x) obtain all consents and authorizations from any third parties that Client requires in order for Origami to provide the Service and perform the Professional Services, and (xi) take such other actions as are required of Client pursuant to this Agreement, including any Statement of Work.

(i) **Client Warranty.** The parties acknowledge and agree that during the term of this Agreement a Client Party or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Origami for the benefit of a Client Party. With respect to any Client Data so disclosed by, or on behalf of, a Client Party to Origami, Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties operating on Client's behalf are authorized to collect, use and disclose the Client Data to Origami for use and storage pursuant to this Agreement; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Origami to use, store, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(j) **Non-Origami Events.** Client acknowledges and agrees that Origami shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including any Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in this Agreement or any Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3) Force Majeure Event.

(k) **Mobile Service.** The Service may include certain services that are available via an application downloaded and installed on a mobile device. To the extent

CONFIDENTIAL

Client chooses to use such application, Client acknowledges and agrees that Client Data may be stored locally on a mobile device as part of such service and that the physical security of any mobile device used to access such services is Client's responsibility. If Client or any User elects to store data on a mobile device, Origami shall not be responsible for any loss of Client Data or any other data on such device.

3. INTELLECTUAL PROPERTY RIGHTS.

(a) **Origami Intellectual Property Rights.** As between Origami and Client, Origami owns all right, title and interest, including all related Intellectual Property Rights in and to, or related to the Service and Work Product, including all software programs contained therein. To the extent that any such Intellectual Property Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Intellectual Property Rights to Origami or its licensors, and to do all other acts reasonably necessary to perfect Origami's or its licensors' ownership thereof, without additional consideration of any kind. The Origami name, the Origami logos, and the product names associated with the Service are trademarks of Origami or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Service and Work Product are reserved by Origami, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Service or Work Product upon Client, by implication, estoppel or otherwise. In addition, Client agrees and acknowledges that Origami shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Client expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Origami shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to Client as part of the Service to the extent set forth in the Statement of Work, and Client shall have no other right to use any Work Product. Nothing in this Section shall affect the ownership by Client of all Client Data as provided below or other Client proprietary information.

ORIGAMI RISK

(b) **Client Data.** Client Data shall be Confidential Information of Client under this Agreement. As between Origami and Client, Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be the Service or Work Product, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Origami shall not review, monitor or check the Client Data except as necessary to provide the Service to Client. Origami shall not be responsible or liable for the deletion, destruction, damage or loss of any Client Data through no fault of Origami or its providers without limiting Origami's liability to maintain backup data as set forth in the Service Level Agreement. Upon Client's written request within 30 days following the termination of this Agreement, Origami will at its expense provide electronic files to Client in delimited text format containing Client's Client Data. Subject to Origami's confidentiality obligations set forth in this Agreement, Client agrees that Origami shall have the right to collect and use data or information resulting from a Client Party's use of the Service so long as such data and information is de-identified and aggregated so that it cannot identify, be traced back to or otherwise be associated in any manner with Client or any particular individual.

(c) **Notices of Infringement.** In the event Client discovers or is notified of an actual or suspected infringement of the rights of Origami or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "**Infringement**"), Client shall promptly notify Origami of such known or suspected Infringement and terminate such Infringement to the extent within Client's control. Client agrees to reasonably cooperate with and assist Origami (at Origami's sole expense) in protecting, enforcing and defending Origami's rights in and to the Service.

4. FINANCIAL TERMS.

(a) **Fees.** Client shall pay to Origami the Fees set forth in any Statement of Work or as otherwise agreed in writing by the parties.

(b) **Expenses.** Client shall reimburse Origami for all pre-authorized in writing, reasonable, documented out of pocket travel, lodging, meal and other expenses reasonably incurred by Origami in the course of performing the Service.

(c) **Taxes.** Client shall be liable for any taxes (including without limitation sales, use, excise and gross receipts taxes), charges, tariffs, and duties and any interest and penalties arising under this Agreement, excluding taxes

CONFIDENTIAL

based upon Origami's income. All such taxes may be included in amounts invoiced by Origami to Client.

(d) **Payments.** All Fees under this Agreement shall be payable by Client in accordance with the applicable Statement of Work or as otherwise agreed by the parties. Fees shall be due within 30 days of invoice date. Payments remitted after 30 days shall bear interest at 1.5 percent per month. Except as provided in Sections 7(b) and 9(a), all Fees paid hereunder are non-refundable.

5. CONFIDENTIALITY.

(a) **Confidential Information.** Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "**Receiving Party**"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "**Disclosing Party**") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under this Agreement, including any Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that the Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, subcontractors, agents, Affiliates or other representatives (collectively, the "**Representatives**") who have a need to know and who are bound by confidentiality obligations with respect to such Confidential Information that are substantially similar to those set forth in this Section. The Receiving Party shall be responsible and liable for any breach of this Section by any of its Representatives. This Agreement (including all Statements of Work and pricing thereunder) and all Intellectual Property Rights with respect to the Service and Work Product shall be deemed to be Confidential Information of Origami under this Agreement.

(b) **Exclusions.** The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its Representatives prior to such disclosure or is independently developed by the Receiving Party or its

ORIGAMI RISK

Representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its Representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

(c) **Return of Confidential Information.** Upon termination or expiration of this Agreement, the Receiving Party will promptly return or destroy any Confidential Information in the possession or control of the Receiving Party. Origami's obligation to return and destroy Client Data is set forth in Section 3(b).

6. DATA SECURITY.

(a) **Audit Report.** Upon Client's written request to Origami during the term of this Agreement (no more than once in any 12-month period), Origami shall provide a copy of its Service Organization Control (SOC) 2 audit report (or an equivalent audit report or pursuant to a successor standard) ("**SOC 2 Report**") to Client, and such report shall contain an unqualified opinion. Such audit report shall be deemed Confidential Information under the terms of this Agreement.

(b) **Safeguards.** Origami shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect the security and privacy of Client Data. Such safeguards are described in Origami's most recently completed SOC 2 Report. In no event during the term of this Agreement will Origami materially diminish the protections provided by the controls set forth in such SOC 2 Report. Such safeguards shall comply with data privacy laws that are applicable to Origami in its performance of this Agreement, including, without limitation, any applicable data privacy laws addressing personally identifiable information that may be contained in the Client Data. Origami shall also maintain an internal information security management program that addresses data security and the security controls employed by Origami in compliance with this Agreement. Origami shall encrypt Client Data as set forth in the Service Level Agreement.

(c) **Notification.** Origami shall inform Client promptly and without undue delay in the event that it learns of any breach of Origami's systems resulting in unauthorized disclosure of, or access to, any Client Data.

CONFIDENTIAL

Any such notice will provide a description about the Client Data that was accessed to the extent available at the time of the notice. Origami will provide regular updates to Client as additional details about the nature of the affected Client Data become available. Origami agrees to mitigate, to the extent practicable, any harmful effects from such breach that are or become known to Origami.

7. TERM AND TERMINATION.

(a) **Term.** This Agreement shall commence on the Effective Date and remain in effect for three years, unless terminated sooner in accordance with this Section.

(b) **Termination.** This Agreement may be terminated by either party upon written notice to the other party if the other party breaches any material term and fails to cure such breach within 30 days after receipt of written notice of such breach. If Client terminates the Agreement for Origami's breach in accordance with this Section, Origami shall refund to Client, within 45 days of the effective date of such termination, any prepaid but unearned Fees paid to Origami in advance by Client.

(c) **Events Upon Termination.** Upon the termination of this Agreement: (i) Origami shall cease providing the Service to Client, and Client and its Users shall cease use of the Service; and (ii) Origami shall invoice Client for all accrued Fees and all reimbursable expenses. Client shall pay the invoiced amounts, including from previously issued invoices, within 30 days of the date of such invoice.

(d) **Survival.** Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 2(i), 2(j), 3, 5, 7(c), 7(d), 8(c), and 9 through 13, as well as all payment obligations, shall survive.

8. LIMITED WARRANTY.

(a) **Service Warranty.** Origami warrants that the Service will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Origami from time to time. Client's sole remedy for any breach by Origami of the warranty provided in this Section shall be replacement of the nonconforming Service, at Origami's sole expense, as described herein. Origami shall deliver to Client replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Origami notice of an apparent nonconformity that Origami reasonably determines is not due to any fault or failure of the Service to conform to the warranty provided herein, all

ORIGAMI RISK

time spent by Origami resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client's client service hours, or, if client service hours have been exhausted, charged to Client at Origami's then current hourly rate for such services.

(b) **Professional Services Warranty.** Origami represents and warrants that the Professional Services shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by Origami in performing similar services for other clients. Client's sole remedy for breach of this warranty shall be re-performance of the nonconforming Professional Services, provided that Origami must have received written notice of the nonconformity from Client no later than 30 days after the original performance of the applicable Professional Services by Origami.

(c) **Disclaimers.**

(i) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ORIGAMI MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, WORK PRODUCT, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY CLIENT AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ORIGAMI HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ORIGAMI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

(ii) CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY CLIENT IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORIGAMI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO ORIGAMI AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

CONFIDENTIAL

(iii) Origami shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Origami receives from a Client Party or third party sources and including the data's accuracy or completeness, or Client's claim handling or other decisions. Origami disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Origami shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any Client Party to the extent such access or use is not authorized by this Agreement.

9. INDEMNIFICATION BY ORIGAMI.

(a) **Indemnification.** Origami agrees to indemnify, defend, settle, or pay any third party claim or action against a Client Party for infringement of any U.S. patent or copyright arising from Client's use of the Service in accordance with this Agreement. If the Service or any part of the Service is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Origami shall, at its own expense and as Client's sole remedy therefor (other than the indemnification obligation set forth above), either: (i) procure for Client the right to continue to use the Service; or (ii) modify the Service to make it non-infringing, provided that such modification does not materially adversely affect Client's authorized use of the Service; or (iii) replace the Service with a functionally equivalent non-infringing program at no additional charge to Client; or (iv) if none of the foregoing alternatives is reasonably available to Origami, terminate this Agreement and refund to Client any prepaid but unearned Fees paid to Origami in advance by Client prior to the effective date of the termination.

(b) **Exclusions.** Origami's indemnification obligations under Section 9(a) shall not apply to the extent the claim is based on: (i) modifications to the Service or any component thereof made by anyone other than Origami or on behalf of Origami; (ii) use of any Service in combination with a product not supplied by Origami; or (iii) use of any Service other than in accordance with this Agreement and the Documentation.

(c) **Additional Indemnification.** Origami agrees to protect, defend, indemnify and hold Client and its employees, agents, officers and servants free and harmless from any and all third party losses, claims, liens, judgments, penalties, interests, court costs, legal fees, and all other

ORIGAMI RISK

reasonable expenses incurred by Client for any death, bodily injury, or damages to tangible property, but only in 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 Origami, its employees, agents and officers.

(d) **Conduct.** Origami shall have the sole right to conduct the defense of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. Client agrees to cooperate and ensure that each Client Party cooperates with Origami in doing so. Client agrees to give Origami prompt written notice, in no case longer than within seven days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents each Client Party may receive relating thereto.

10. INTENTIONALLY OMITTED.

11. LIMITATION OF LIABILITY.

(a) **Disclaimer of Damages.** IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.

12. EXPORT CONTROL.

(a) **Export.** Client shall not export the Service or any Work Product in violation of applicable United States laws and regulations. Client also agrees that it will not knowingly export, directly or indirectly, the Service or

CONFIDENTIAL

any Work Product (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List or any person or entity on the Department of Commerce Denied Persons List, each currently available at <http://www.bis.doc.gov>; or (iii) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control or to any person or entity on the lists of prohibited entities and persons maintained by such office, currently available at <http://www.ustreas.gov/ofac>.

(b) **Disclaimer.** Origami makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America, Canada and/or the European Union, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to applicable law is prohibited.

13. GENERAL.

(a) **Notices.** Any notice, request, demand or other communication (each, a "Notice") given pursuant to this Agreement must be in writing and delivered to the other party by either personal delivery, Certified Mail (return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid) or e-mail at the address of such party listed on the signature page to this Agreement. Notices sent via e-mail will be deemed delivered upon the recipient's confirmation of receipt. A party may change its address by giving Notice pursuant to this Section.

(b) **Assignment.** Neither party shall have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of the other party; provided, however, that no written consent shall be required to assign or transfer this Agreement to any parent or wholly owned subsidiary of a party, and further provided that Origami may assign or transfer this Agreement without Client's prior written consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

(c) **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

(d) **Publicity.** Without prior written approval signed by an authorized representative of the other party,

ORIGAMI RISK

neither party shall, directly or indirectly, make any public announcement related to this Agreement or the Service. Notwithstanding the foregoing, Origami may disclose the fact that Client has procured a license for the Service; provided that Origami will not state or imply that Client endorses or recommends the Service without the written permission of Client.

(e) **Entire Agreement; Amendments.** This Agreement (including all exhibits, appendices, schedules and attachments hereto) constitutes the final agreement between the parties. All prior and contemporaneous oral and written communications, negotiations and agreements between the parties on the matters contained in this Agreement, including, without limitation, any nondisclosure or confidentiality agreements entered into between the parties prior to the date of this Agreement, are expressly merged into and superseded by this Agreement. No terms or conditions contained in any purchase order shall amend this Agreement or shall otherwise constitute an agreement between the parties. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(f) **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

(g) **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(h) **Governing Law.** The laws of the State of Alabama (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement.

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

CONFIDENTIAL

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 Diligent.

(j) **Force Majeure.** Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement (except for payment) because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on servers, or any inability to transmit or receive information over the Internet (each, a “**Force Majeure Event**”), nor shall any such failure or delay give any party the right to terminate this Agreement.

(k) **Certain Remedies.** Each party acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Origami’s breach of Section 3(b) or 5 of this Agreement or Client’s breach of Section 2, 3 or 5 of this Agreement; and (ii) breach of any such provision of this Agreement would result in ongoing damages to the non-breaching party that could not be adequately compensated by monetary damages. Accordingly, each party agrees that in the event of any actual or threatened breach of any such provision of this Agreement, the non-breaching party shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to seek injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against the other party to prevent any actual or threatened breach of any such provision and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

(l) **Counterparts.** This Agreement and each Statement of Work may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Statement of Work by PDF or other electronic means shall be as effective as delivery of a

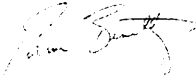
ORIGAMI RISK

CONFIDENTIAL

manually executed counterpart of this Agreement or such
Statement of Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ORIGAMI RISK LLC

By:  

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Address: 222 N. LaSalle St.
Suite 2125
Chicago, IL 60601

Email: legal@origamirisk.com

MONTGOMERY COUNTY COMMISSION

By: _____

Name: _____
(Print Name)

Title: _____

Address: _____

Email: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for Montgomery County Commission (“Client”). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami, into which it will now be integrated as Exhibit A.

PROJECT SCOPE

Provide and implement Origami’s Risk Management Information System (RMIS) (the “Service”) to help ensure accurate and consistent tracking and reporting of claims, incidents, policies, locations and exposures, as applicable.

Project Priorities: The immediate priorities focus on the following areas:

(i) Convert and load data from previous RMIS via Excel Spreadsheet

Origami will convert the Client’s previous RMIS claim data and import into the Service. This process requires the receipt of timely and accurate data from the previous RMIS in an Excel format acceptable for import into Origami, and requires collaboration between Origami and Client to evaluate and resolve data anomalies uncovered throughout the conversion process.

(ii) Claims Management

Origami will work with Client to configure and deploy the standard claim features of the Service to empower Client to track and manage claims in the Service. Origami and Client will collaborate on the layout of the screens for each coverage along with any workflows which may be triggered by the creation or edit of such incident records.

CLIENT ROLES AND RESPONSIBILITIES

Client will identify a System Administrator (“Client SA”) who will be responsible for working with Origami to implement the Service and to provide ongoing production support to Client’s Users. The Client SA and, from time to time, other Client employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The Client SA will also be responsible for setting up, assigning security rights, and maintaining user IDs for all Users.

Client will have final responsibility for decisions regarding the configurations or customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created by or for Client or Client’s users in the Service. For all such configurations and customizations, Client shall be responsible for quality assurance to ensure that such configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.

LICENSES

Base Functionality		
Functionality	Selected	Description
RMIS	Yes	Includes functionality related to risk management, including incidents, claims, insurance policy management, locations, certificates of insurance, safety, and risk management portal.
Claims Adjudication	No	Includes additional functionality related to claims adjudication.
Policy Underwriting and Issuance	No	Includes additional functionality related to policy underwriting and issuance.
Government Risk & Compliance (GRC)	No	Includes GRC/ERM functionality.
* Origami may also offer other base functionality not included under this SOW.		

User Licenses		
License	Quantity	Description
Full User	1	These licenses have access to all the capabilities and features of the Service under the base functionality selected above, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.
Light User	0	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service under the selected base functionality. Light Users do not have access to Administration features or Extended Functionality features.
Claims Adjusting User	0	These licenses have access to all the features and capabilities of the Service under the base functionality selected above, including those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.

Non-Named-User Access Licenses			
License	Selected	Quantity	Description
Enterprise Wide Record Entry	No	Up to 0 records added per year	These licenses are not named licenses and have access only to enter records either by (1) an anonymous collection portal, by clicking an anonymous collection link generated via Origami's administration features ("Portal Data Entry") or (2) granting access to a URL sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record ("Grant Access").
Enterprise Values Collection	No	0 Users	These licenses allow representatives in the field to enter data through the Service's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data.

Extended Functionality Licenses			
License	Selected	Quantity	Description
API Access	No	N/A	This license provides access to Origami's web service REST APIs using calls. API calls may be made concurrently, subject to reasonable limitation when needed to preserve system performance. Requires a minimum of five (5) Full Users and/or Claims Adjusting Users.
Secure Email	No	Up to 0 Secure Emails sent per month	This license provides secure email functionality, which provides password protected hosting for email communications from and to the Service.
OCR Scanning	No	Not Included	This license provides optical character recognition (OCR) functionality for mapping specified data from scanned documents to data fields within the Service.
Certificate of Insurance Tracking	No	0 Insureds over initial 100	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors or customers. The first 100 insureds are provided at no additional cost, and this license provides the ability to track certificates for more than 100 insureds.

SMS Messaging	No	<u>0 SMS Messages</u> (over initial 500)	This license provides the ability to send SMS messages as workflow actions within the Service's administration features. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
Two Factor Authentication	No	<u>0 2FA Messages</u> (over initial 500)	This license provides the ability to send SMS and/or email messages to users to validate their identity before logging in from a new device and/or once every 30 days from the same device. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
Mobile Forms App	No	<u>Not Included</u>	Origami's Mobile Forms App may be used by any named user for no additional license fee, but service hours are required for configuration.
Mobile Claimant App	No	<u>Not Included</u>	Origami's Mobile Claimant App may be used by any named user for no additional license fee, but service hours are required for configuration. Requires a minimum of three (3) Claims Adjusting Users.
Workers' Compensation Solutions	No	Jurisdictions: <u>N/A</u>	This license includes the following Origami Compliance solutions (this functionality is only available to Claims Adjusting Users): • Automated EDI FROI/SROI State Reporting via Mitchell • Indemnity Benefits Rates • Workers' Compensation State Forms
ODG Integration User	No	<u>0 Users</u>	This license provides integration with ODG's Return to Work guidelines. Only Claims Adjusting Users and Full Users may utilize this feature. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes.
Tableau	No	<u>0 Users</u>	This license allows Origami users to access Tableau within the Origami environment, providing enhanced data visualization.
eSignature Integration	No	<u>0 Envelopes</u>	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.

License Notes:

1. Origami adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.

2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. Client may agree to add such an Extended Functionality License in a separate Statement of Work.

HOSTING

Origami will provide data hosting for up to 5,000 claims and incidents. In addition, Origami will provide 50GB of searchable file attachment hosting. Additional hosting is available at any time during the term of this SOW as set forth in the Pricing section below.

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

IMPLEMENTATION PROCESS

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, training users, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Service platform for the purposes described in the Project Scope above, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Upon Go-Live, Origami will move Client from its staging environment to its live production environment, and continued use of Origami's staging environment after Go-Live will incur additional hosting fees.

Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Origami provides implementation for a fixed price based on reasonable estimates from Client and Client's continued and uninterrupted effort toward Go-Live. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation. If necessary, Client will be allowed up to one implementation "pause" not to exceed 30 days. Any additional pauses in implementation or failures to meet the obligations above will result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami's bundled hourly rate set forth below after crediting Client for any remaining unused portion of the fixed price. Origami may pause and reallocate its resources as reasonable in the event of significant delays.

System Configuration

Origami will:

- Configure up to 1 default dashboard using standard Origami dashboard widgets
- Configure up to 10 reports using standard Origami RMIS templates
- Configure up to 2 report distribution lists
- Configure claim form layouts for up to five lines of coverage
- Configure 1 Location form layout
- Configure up to 3 data entry events with corresponding system actions
- Configure up to 1 User Security Profile

Client will:

- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

Convert Legacy System RiskPro via Excel

Origami will:

- Convert the legacy data and import into the Service. Legacy data will include:
 - Claims

Client will:

- Arrange for an extract of claim data from the legacy provider in an Excel form at acceptable for import into Origami.

Configuration of Claims

Origami will:

- Configure the claim Screens to accurately mirror Client's existing process (with below improvements)

- Build the workflow in the Service for proper email notification, mail merge document distribution and task creation according to Client's business rules.

Client will:

- Provide screen shots of existing intake forms currently in use.
- Work with Origami to identify opportunities to improve on current intake forms and process.
- Specify the workflows and individuals required for event triggered emails, tasks and mail merge

Training**Origami will:**

- Provide 4 hours of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Professional Service hours will be eroded for training in future years. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

Client will:

- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.

PROJECT MANAGEMENT OPTION SELECTED:

Origami is founded on a set of **ITERATIVE** processes from top to bottom. These contemporary tenets are the foundation of Origami's ability to deliver better service and faster and more accurate implementations. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:

Included - Iterative Project Management

Not Included - Traditional Project Management

Iterative Project Management - Included

Origami will:

- Schedule and lead initial kickoff call or meeting
- Maintain schedule with key deliverables and expected dates
- Lead status calls twice per month
- Maintain project status document containing priority list, open items and changes which may impact timeline
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule and assign project management as shared role of team members
- The Service's administrative tools and screens serve as documentation of the implementation for Client's System Administrator to reference.

Client will:

- Participate in status calls and working meetings
- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
- Coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule

Traditional Project Management – Not Included

If included, in addition to the responsibilities listed in Iterative Project Management above, Origami will designate a Project Manager to provide a specified number of hours of project management during the Implementation. This Project Manager will (1) manage the Origami tasks listed in Iterative Project Management above, (2) coordinate meetings and discussions with stakeholders as needed to maintain project progress, and (3) maintain a library of written artifacts and documentation including:

- | | |
|--|--|
| ○ Formal project kickoff agenda | ○ On site agendas |
| ○ Communication plan | ○ Change control management |
| ○ Formal stakeholder analysis | ○ Executive steering committee status call agenda (as needed) |
| ○ Project charter | ○ Origami governance decision management document |
| ○ Collaboration website | ○ UAT test plan for critical items (dependent on Client input and test cases provided) |
| ○ Detailed work breakdown structure | ○ Executive project dashboard |
| ○ Weekly project status calls, agenda, meeting notes | ○ Lessons learned analysis |
| ○ Detailed issues and risks log | |
| ○ Action items list | |
| ○ Detailed project plan | |

ONGOING SUPPORT

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW. If the parties agree that certain parts of the Service will go Live before others, this section will apply to each part upon going Live.

Professional Services

This SOW includes up to 21 hours of Professional Services in the first year, up to 21 hours in the second year, and up to 21 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:

- Helpdesk support for users
- Additional user training
- General assistance utilizing the Service
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is \$35,919 for the first year, \$18,910 for year two, and \$18,910 for year three of this SOW. Exhibit B provides a detailed breakdown of the components of the price.

Payment for Year 1 will be invoiced and due upon execution of this SOW. Payments for Year 2 and 3 are due annually upfront on the anniversary date of this SOW.

If needed, additional services can be purchased through an addendum to this SOW. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

ADDITIONAL PRICING:

1. If Client requires additional hosting during the term of this SOW, additional hosting fees will apply as follows:

- Current annual fee for hosting of up to 5,000 Claims / Incidents = \$7,500

- Annual fee for hosting of 5,001-10,000 Claims / Incidents = \$10,000

- Annual fee for hosting of 10,001-25,000 Claims / Incidents = \$15,000

- Current annual hosting fee includes 50GB of searchable File Attachment hosting

- Additional searchable File Attachment hosting is \$2,500 per 50GB per year

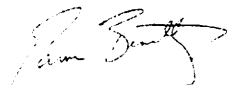
2. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate of \$260/hr. Bundled hours (minimum of 10) may be added prior to the start of each contract year at Origami's bundled rate of \$210/hr.

3. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

By:  

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: July 28, 2020

MONTGOMERY COUNTY COMMISSION

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____

EXHIBIT B
PRICING DETAIL

<u>RMIS</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Comments</u>
Licensing				
Software License	\$5,000	\$5,000	\$5,000	• Origami RMIS Software License
User Licenses	\$2,000	\$2,000	\$2,000	• 1 Full User
Hosting				
Hosting	\$7,500	\$7,500	\$7,500	• ASP Hosting / Data Storage Fees for up to 5,000 claims/incidents/policies/employees. • Includes 50GB of file storage
Professional Services				
Implementation Fee	\$21,000			• See below for deliverables* • Limited System Configuration • 4 hours User Training
Ongoing Support	\$4,410	\$4,410	\$4,410	• 21 Ongoing Support Hours in Years 1, 2, 3, 4 & 5
Total Cost	\$39,910	\$18,910	\$18,910	<i>This quote is valid until 11/30/2020</i>
Discount	-\$3,991			<i>Discount</i>
Discounted Cost	\$35,919	\$18,910	\$18,910	<i>Discounted Cost</i>

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

Origami Risk will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the "Availability Requirement"). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

"Excluded Event" means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami's or its direct service providers' reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client's affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client's equipment or non-Origami software. The Availability Requirement applies only to Origami's production environment and not to Origami's staging environment.

Service Credits:

In the event there is a material failure of Origami's service to meet the Availability Requirement (a "Service Level Failure") in any calendar month, then Client shall have the following sole and exclusive remedy: Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (i.e., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a "Service Credit"). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, professional services fees or any other prepaid bundled fees other than licensing fees.

If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding Service Credits in its reasonable discretion.

For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.999999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any Origami Risk user can visit <http://status.origamirisk.com/> to view the current system status.

SERVICE REQUESTS

Origami Risk will respond to service related incidents or issues within the following time frames:

Urgent Requests

An urgent request for service concerns a new development that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to support@origamirisk.com with the word “Urgent” in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

Normal Requests

A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to support@origamirisk.com. Client may also call or email any member of the Origami Risk support team directly.

SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client’s system administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.

System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user’s password and unlock the user account.

Origami Risk uses TLS v1.2 or higher for all communications over https. Origami databases are fully encrypted using 256-bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami Risk SFTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

Tammy Nix

From: Florence Cauthen
Sent: Monday, July 27, 2020 3:21 PM
To: Tammy Nix
Subject: FW: Origami Agreement

From: Thomas Gallion <ttg@hsg-law.com>
Sent: Monday, July 27, 2020 3:17 PM
To: Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Cc: tmp@hsg-law.com
Subject: RE: Origami Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The new corrected agreement with Origami is acceptable and can be executed. Thx

From: Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Sent: Monday, July 27, 2020 2:50 PM
To: Thomas Gallion <ttg@hsg-law.com>
Cc: Tammy Price <tmp@hsg-law.com>
Subject: Origami Agreement

Tommy,

You recently looked at a software subscription agreement with Origami LLC and said the agreement did not provide adequate protection for Montgomery County. We sent your opinion dated July 13, 2020, to Origami, and they made changes that include additional indemnification in Section 9 (c). The revised Origami agreement is attached.

The issues you had with Origami are very similar to those you had with the Guardian RFID System Agreement for the Detention Facility. Section 16 on page 14 of the Guardian agreement is very similar to Section 11 of the Origami agreement you cited in your Origami opinion. (I wonder if the language is "industry standard" for software subscriptions.) Guardian made changes, and you approved the agreement; hopefully, the same will work with Origami. The revised Guardian agreement is also attached.

Please look at the revised Origami agreement and see if we can possibly move forward with the agreement.

Thank you for your help.

Florence



MEMORANDUM

July 13, 2020

16

To: Florence Cauthen, County Administrator

From: Thomas T. Gallion, III

Re: Contract Agreement – Software Agreement Origami

I have reviewed the Software Subscription Agreement ("Agreement") by and between ORIGAMI RISK, LLC ("Origami") and Montgomery County ("County").

This is an eight-page Agreement and Exhibits A, B and C. This is a one-sided Agreement in favor of Origami. However, I only have a few areas that concern me.

(1) On page 7, #11 (a) and (b) **LIMITATION OF LIABILITY**. Although the Agreement contains our "Dispute Resolution" covenant, the above Disclaimer of Damages states,

"(a) **Disclaimer of Damages**. IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Liability**. UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER

DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.

These covenants (a) and (b) above gives Origami total immunity from any and all liability. I have no problem if these covenants give immunity to Origami from anything caused directly and/or indirectly by the County. Also, it limits Origami's liability to only the payments made in a 12-month period. I do not know anything that could happen to create liability for Origami but there are exceptions. For instance, in Exhibit A – "CLIENT ROLES AND RESPONSIBILITIES"

Suppose Origami gives the County defective support documents. There is also a covenant that Origami will provide training to the appropriate County employees. If Origami trainer/instructor does something that is his/her fault, then the County would be liable not the person at Origami that committed the negligent act.

The way to resolve this matter is to agree to indemnify and be responsible to third parties for anything the County and/or its employees do that is their fault and Origami needs to do the same if it is Origami or its employees' fault.

I have never approved a contract for the County that exempts the other party from total liability. This is the most one-sided contract I have ever reviewed for the County in 34 years.

50051-317

July 30, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Lamar Allen 
General Services Director

SUBJECT: Jail II – Final Change Order

Please find attached Change Order 2 to the contract with Norris Building Co., in the amount of \$39,580.37 to reduce the contract amount for the unused contingency allowance and a credit for stainless steel cover plates. I request approval of the Change Order be placed on the next agenda.

**AIA****Document G701[®] – 2017****Change Order**

PROJECT: *(Name and address)*
 Montgomery County Jail Shower
 Renovations
 AMGM160069

OWNER: *(Name and address)*
 Montgomery County Commission
 101 South Lawrence Street
 Montgomery, AL 36104

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: December 7, 2018

ARCHITECT: *(Name and address)*
 Goodwyn Mills and Cawood, Inc.
 2660 Eastchase Lane, Suite 200
 Montgomery, AL 36117

CHANGE ORDER INFORMATION:
 Change Order Number: 002
 Date: July 13, 2020

CONTRACTOR: *(Name and address)*
 Norris Building Co., Inc.
 P.O. Box 20667
 Montgomery, AL 36120

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Summary

The original Contract Sum was	\$ 1,805,660.00
The net change by previously authorized Change Orders	\$ -164,694.00
The Contract Sum prior to this Change Order was	\$ 1,640,966.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 39,580.37
The new Contract Sum including this Change Order will be	\$ 1,601,385.63

The Contract Time will be increased by thirty seven (37) days.
 The new date of Substantial Completion will be March 13, 2020

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

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

Goodwyn Mills and Cawood, Inc.

ARCHITECT *(Firm name)*

Freddie Lynn Jr.
 SIGNATURE

Freddie Lynn Jr., S.V.P. ARCH
 PRINTED NAME AND TITLE

7.20.2020
 DATE

Norris Building Co., Inc.

CONTRACTOR *(Firm name)*

Paul E. Norris III
 SIGNATURE

PAUL E. NORRIS III - V.P.
 PRINTED NAME AND TITLE

7/14/2020
 DATE

Montgomery County Commission

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CONTRACT CHANGE ORDER SUMMARY

ITEM #	DESCRIPTION	DAYS	AMOUNT
	Contingency Allowance		(\$100,000.00)
CAA #1	Contingency Allowance Authorization #1	37	\$67,785.67
CAA #2	Contingency Allowance Authorization #2		\$1,018.38
CAA #3	Contingency Allowance Authorization #3		\$8,339.25
	Remaining Contingency Allowance		(\$22,856.70)
	10% Overhead and Profit on Unused Balance		<u>(\$2,285.67)</u>
	Total Allowance with OH&P		(\$25,142.37)
COP #11	Credit for Stainless Steel Cover Plates		<u>(\$14,438.00)</u>
TOTAL CHANGE ORDER #2 – CREDIT TO OWNER			(\$39,580.37)

2. When requested, prepare explanations and documentation to substantiate the quantities, costs, and margins as claimed.
- E. Change Order Mark-Up:
1. Except as otherwise indicated, comply with provisions of General Conditions. For each allowance, Contractor's claims for increased costs (for either purchase amount or Contractor's handling, labor, installation, overhead, and profit), because of a change in scope or nature of the allowance work as described in contract documents, must be submitted within 60 days of initial change order authorizing work to proceed on that allowance; otherwise, such claims will be rejected.
 2. Where it is not economically feasible to return unused material to the manufacturer/supplier for credit, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.
- F. Time and Allowance Amounts:
1. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to provide a Contract time extension, due to use or non-use of any Allowance amount.
 2. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to allow unused Allowances or any portion thereof, nor any overhead and profit therefor to be retained by or paid to the Contractor.
 - a. Amount of unused allowances to be returned shall include unused amount plus 10% overhead and profit.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES - INCLUDE IN BASE BID:

A. Allowance No. 1 – OWNER'S CONTINGENCY:

1. Allow a lump sum of \$100,000.00 for various work items in the General Works package, as directed in writing by the Architect, CM and Owner, including purchase, any applicable taxes and fees, installation and all related costs. All items shown on the drawings and specifications shall be included in Base Bid.
2. Installation and installation materials costs shall be included in Allowance.
3. Include overhead and profit of at least 10% in Base Bid, and not as part of Allowance.

END OF ALLOWANCES

MEMORANDUM

TO: Florence M. Cauthen, County Administrator
FROM: Khristie Davis, Buyer 
DATE: July 30, 2020
RE: Invitation to Bid No. 51988-20B-021
Vending Machine Services

Request approval of award on the above referenced Invitation to Bid to the bid with the highest commission percentage, Buffalo Rock Company, twenty-five percent (25%) of monthly gross sales to be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for three (3) years, beginning August 17, 2020 and ending August 16, 2023. Prices for each category of product shall remain firm for the three (3) year period.

Coordination of award made with Florence M. Cauthen, County Administrator.

Attachment

Purchasing Department
Montgomery County Commission

[illegible]

9 Notes:

Bidder No. 1 Coca-Cola Bottling Company United 25% Beverages 7% Snacks

Bidder No. 2 Buffalo Rock 25% on Monthly Gross Sales

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 17th day of August 2020, between Buffalo Rock Company of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Buffalo Rock Company agrees to furnish vending machine services for Montgomery County Commission in accordance with all provisions of Invitation to Bid No. 51988-20B-021 as issued by Montgomery County Commission on July 13, 2020 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Buffalo Rock Company and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That Buffalo Rock Company will provide vending machine services for Montgomery County Commission at prices submitted in their response to Invitation to Bid No. 51988-20B-021.
3. That the Contract will begin on August 17, 2020 and will end on August 16, 2023.
4. That prices on each category of product shall remain firm for a three (3) year period.
5. That Buffalo Rock Company will pay a twenty-five percent (25%) commission of monthly gross sales to Montgomery County on a monthly basis.
6. That Montgomery County Commission and Buffalo Rock Company reserves the right to cancel this Contract at any time during the contract period, providing either party gives a sixty (60) day written notice.
7. That Buffalo Rock Company shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
8. Buffalo Rock Company 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 Buffalo Rock Company, 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 Buffalo Rock Company, its employees, agents and officers. Buffalo Rock Company agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense. Buffalo Rock Company also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

9. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the meditation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in meditation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Buffalo Rock Company.
10. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17th day of August 2020.

WITNESS:

BUFFALO ROCK COMPANY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

July 17, 2020

MEMORANDUM

TO : Ms. Florence Cauthen
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Conversion of Dispatcher Part-Time to Full Time Position

Please see the attached letter from Mayor Gordon Stone with the Town of Pike Road. Mayor Stone has graciously agreed to provide funding for half of the salary of one full-time Dispatcher position. As you are aware, there are a lot of employees out on sick leave regarding the Covid-19 Pandemic including one of our full-time Dispatchers which really left us in a void. Currently, we have three part-time Dispatcher positions available that we can not fill. We are requesting that we're allowed to implement two of those positions and make them into one full-time Dispatcher position. It is our intention that if this conversion is approved, we will be able to implement this change in a timely manner. As you can see, once we approached Pike Road about this matter, they didn't hesitate to assist in this endeavor.

If you have any questions, please do not hesitate to contact me or my assistant, Christie (ext 7106).

DC/crv

encl.

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

www.MontgomerySheriff.com

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

10-1

Gordon Stone – Mayor
Betsy Atkins – Council
Angie Bradsher – Council



Chris Dunn – Council
Rob Steindorff – Council
Lee Tolliver – Council

July 15, 2020

Sheriff Derrick Cunningham
Montgomery County Sheriff's Office
115 South Perry Street
Montgomery, AL 36104

Re: Funding assistance request for conversion of part-time dispatch position to full-time dispatch position

Dear Sheriff Cunningham,

Please let this letter serve as an official intention to include in the Town of Pike Road's FY 2021 budget the funding necessary to convert one of your part-time dispatch positions to full-time. I understand this commitment to be around \$23,000.

We are pleased to contribute to the Montgomery County Sheriff's Office in this manner. We appreciate the dedicated and efficient service of your entire staff.

Your unwavering support for the people of Montgomery County is evidenced by the work you do to maintain the health and safety of our communities.

Please do not hesitate to reach out if you need further information.

Thanks and God Bless,

Gordon Stone
Mayor

Town of Pike Road - 9575 Vaughn Road - Pike Road, AL 36064
info@pikeroad.us 334-272-9883 phone 334-272-9884 fax

"The Town of Pike Road has a vision to develop the community in a manner that will maintain and improve the quality of life of its citizens and bring greater economic, recreational, educational and cultural value."

10-2

Memo

To: Ms. Florence Cauthen, Montgomery County Administrator
From: Ray Williams, Chief Probation Officer
Date: July 22, 2020
Re: Juvenile Probation Officer Fill Requests (4)

Attached are four fill requests, three (3) which have previously been approved and one (1) needing approval. The previously approved requests got caught up in the COVID hiring freeze. Individuals had been offered the job and had to be told we could not hire them due to the freeze. The unapproved fill request was created by the retirement of a senior probation officer.

With this memo, I am requesting that the Commission approve the filling of all four (4) vacancies at the August 3rd working session. Thank you for your consideration.

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility Juvenile Court
DEPARTMENT HEAD: Ray Williams, Chief Probation Officer
SUPERVISOR: Keno Boman, Probation Supervisor

POSITION INFORMATION:

Position Title Juvenile Probation Officer (replacing Tapley with JPO I)
Position Number 930304007
Pay Grade A06 - Step I Pay Range \$36,284 - \$54,214
Proposed Effective Date _____
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams, Chief Probation Officer

Department Head

Date 7/21/2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 7/21/2020

Sherrill Thomas

Finance Director

Date 7/21/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 7/21/2020

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 14 2020

DEPARTMENT: Youth Facility Juvenile Court
DEPARTMENT HEAD: Ray Williams, Chief Probation Officer
SUPERVISOR: Preston Frazier, Juvenile Probation Supv.

POSITION INFORMATION:

Position Title Juvenile Probation Officer (to replace Boman)
Position Number 930304026
Pay Grade A06 Pay Range \$36,284 - \$54,214
Proposed Effective Date February 10, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams/lp
Department Head

Date 12/16/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 12/16/2019

Sherrill Thomas
Finance Director

Date 12/18/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 14 2020

DEPARTMENT: Youth Facility Juvenile Court
 DEPARTMENT HEAD: Ray Williams, Chief Probation Officer
 SUPERVISOR: Rhonda Wimbley, Juvenile Probation Supv.

POSITION INFORMATION:

Position Title Juvenile Probation Officer (to replace Scott)
 Position Number 930304095
 Pay Grade A06 Pay Range \$36,284 - \$54,214
 Proposed Effective Date February 10, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams/lp Date 12/16/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/16/2019
 Employee Benefit Manager

Sherrill Thomas Date 12/18/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JAN 14 2020

DEPARTMENT: Youth Facility Juvenile Court
DEPARTMENT HEAD: Ray Williams, Chief Probation Officer
SUPERVISOR: Rhonda Wimbley, Juvenile Probation Supv.

POSITION INFORMATION:

Position Title Juvenile Probation Officer (to replace Wimbley)
Position Number 930304006
Pay Grade A06 Pay Range \$36,284 - \$54,214
Proposed Effective Date February 10, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams/lp

Department Head

Date 12/16/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 12/16/2019

Sherrill Thomas

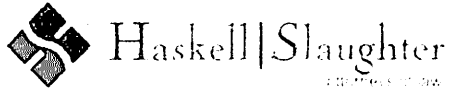
Finance Director

Date 12/18/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____



Haskell Slaughter Gallion & Walker, LLC
5104 B Seaton Place
Montgomery, Alabama 36116
t 334 265 6673 | f 334 264 7945

ttg@hsg-law.com

July 27, 2020

Florence Cauthen
County Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

Re: Executive Session -August 3, 2020

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on matters in which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding pending litigation. I have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Thomas T. Gallion, III
ASB 5295-L74T

TTG/tp