

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

AUGUST 3, 2020

AGENDA
INFORMATION SESSION

Call to Order and Welcome at 8:30 a.m.

Prayer

Reports from Staff

Comments from Scheduled Attendees

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Harris

Pledge of Allegiance Led by Chairman Dean

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of July 20, 2020

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing Regarding Application to the Department of Justice for the 2020 Edward Byrne Memorial Justice Assistance Grant

NEW BUSINESS:

1. Consider Authorization of an Interlocal Cooperation Agreement with the City of Montgomery for the 2020 Edward Byrne Memorial Justice Assistance Grant, Sheriff's Office

2. Consider Adoption of Resolution regarding Proceedings Pertaining to the Request for and Call of a Special Election for the Levy of an 18.5 Mill School Tax in the Montgomery School Tax District in Montgomery County, County Commission
3. Consider Adoption of Resolution to Authorize Loan to Montgomery County Community Cooperative District, County Commission
4. Consider Authorization to Pursue the Alabama Department of Economic and Community Affairs (ADECA) Simulator Training Grant, Sheriff's Office
5. Consider Authorization to Pursue the Alabama 911 Board Grant for the Emergency Communications Center, Sheriff's Office
6. Consider Authorization of Grant Award from the U.S. Department of Justice, Office of Justice Programs for the Community Oriented Policing Services (COPS) Grant, Sheriff's Office
7. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7LOC for the Montgomery County Sheriff's Office (FY2019 - \$32,366.46), Sheriff's Office
8. Consider Authorization of Transfer of Ownership and Liability Agreement for Retired K-9 "Hoss", Sheriff's Office
9. Consider Authorization of a Professional Services Agreement with the Auburn Game Day Law Enforcement Corporation and the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events, Sheriff's Office
10. Consider Authorization of Renewal of Software Maintenance Agreement with Environmental Systems Research Institute, Inc., (ESRI) for GIS & Cadastral Mapping, Appraisal Department
11. Consider Authorization of Renewal of Pictometry Connect Custom Access License Agreement with Pictometry International Corp., for GIS & Cadastral Mapping, Appraisal Department
12. Consider Authorization of Agreement for Resurfacing Dozier Road from Wares Ferry Road to the Emerald Mountain Toll Bridge, Project# STPMN-5119(252), MCP 51-02-19, CPMS Ref.# 100070368 and Related Resolution, Engineering Department
13. Consider Authorization of FY2021 Annual Transportation Plan as per "Rebuild Alabama Act", Engineering Department
14. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission

15. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
16. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
17. Consider Authorization of Bid Award to Stallings and Sons for Exterior Renovations to Annex II, GMC Project Number 170022, County Commission
18. Consider Authorization of Bid Award to Triton Datacom for Network Switches, Bid Number 51965-20B-020, Information Systems
19. Consider Authorization of Budget Change Request Number 8, Engineering Department
20. Consider Authorization of Position Fill Request – Detention Facility (1)
 - Corrections Officer Trainee, Position Number 500419207
21. Consider Authorization of Position Fill Request(s) – Sheriff’s Office (2)
 - Deputy Sheriff Cadet, Position Number 550433003
 - Auto Servicer, Position Number 550587001
22. Consider Authorization of Position Fill Request – Support Services (1)
 - Mail Room and Store Clerk, Position Number 260775003
23. Consider Authorization of Position Fill Request – Youth Detention Facility (3)
 - Cook, Position Number 900442045
 - Relief Juvenile Detention Officer, Position Number 91030001
 - Relief Juvenile Detention Officer, Position Number 910300004
24. Consider Authorization of Travel Request (1)

Reports from Staff:

County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

**MONTGOMERY COUNTY COMMISSION
MEETING DATE AUGUST 3, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 7-17-2020	
Check Numbers: 294698 – 295263	Total Checks Paid: \$ 1,065,777.85

EFT's included in amounts
Poll Workers included in amount

ACCOUNTS PAYABLE CHECKS DATED 7-24-2020	
Check Numbers: 295264 – 295363	Total Checks Paid: \$ 1,024,043.94

PAYROLL CHECKS DATED 7-17-2020	
Check Numbers: 134715 – 134790	Total: \$ 145,345.76
Direct Deposits	Total: \$ 1,450,490.34
Federal Deposits	Total: \$ 321,718.30
Total Payroll Paid	Total: \$ 1,917,554.40

PAYROLL CHECKS DATED 7-31-2020	
Check Numbers: 134791 – 134855	Total: \$ 57,076.94
Direct Deposits	Total: \$ 1,198,655.59
Federal Deposits	Total: \$ 309,265.43
Total Payroll Paid	Total: \$ 1,564,997.96

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

Public Hearing Notice

The Montgomery County Commission will hold a public hearing to discuss the Montgomery County Sheriff's Office application to the Department of Justice, Justice Assistance Grant for FY 2020. The Montgomery County Commission will consider the issue at the County Commission meeting scheduled for 9:30 a.m. on Monday, August 3, 2020. The Commission will meet in the County Commission Chambers, on the 1st floor at 101 South Lawrence Street, Montgomery, AL. Those wishing to comment may do so at that time.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG - 3 2020

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

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

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

Subject: 2020 Edward Byrne Memorial JAG equipment grant
Interlocal Cooperative Agreement

Date: July 15, 2020

The Montgomery County Sheriff's Office is pursuing the 2020 Edward Byrne Memorial JAG Equipment Grant.

We are requesting this item be placed on the agenda of the August 3, 2020 meeting of the Montgomery County Commission. This is a twelve-month grant with no local match required. Funds can be used to acquire criminal justice resources to help reduce violent crime and improve public safety.

Thank you for your attention this matter,

RW/dc

cc: Derrick Cunningham, Sheriff

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

www.MontgoMerySheriff.Com

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

1-1

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this ____ day of August 2020, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witness as follows:

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

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

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

WHEREAS, the City agrees to pay the County approximately \$34,659.60, which represents 40 percent of the Award.

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

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

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$34,659.60 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2020 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

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

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

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

E. Administrrating Funds

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

F. Disparate Certification

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

G. Accounting

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

H. Public Notification

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

I. Imposition of Liability

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

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

J. Third Parties

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

K. Entire Agreement

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

L. Miscellaneous

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

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

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

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

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

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

ATTEST:

CITY OF MONTGOMERY, ALABAMA

City Clerk

By: _____
Mayor

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By: _____
Chairman, Montgomery County
Commission

ACKNOWLEDGEMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

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

Given under my hand and seal on this the ____ day of August, 2020.

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

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

Given under my hand and seal on this the ____ day of August, 2020.

Notary Public

My commission expires: _____

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

AUG - 3 2020



**MONTGOMERY
PUBLIC SCHOOLS**

Montgomery County Board of Education

307 South Decatur Street • P.O. Box 1991 • Montgomery, AL 36102-1991 Phone
(334) 223-6700 • Fax (334) 269-3076 www.EngageEducateInspire.org

July 20, 2020

TO THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA:

We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the Montgomery County Board of Education at a meeting thereof duly convened and held on July 14, 2020. You are hereby requested to call and cause to be held on November 3, 2020, in the Montgomery School Tax District in Montgomery County, Alabama, a special election as set forth in the said resolution. The boundaries of the said district encompass all the area within the boundaries of Montgomery County less and except the area lying within the corporate limits of the City of Pike Road.

Yours very truly,

MONTGOMERY COUNTY BOARD OF EDUCATION

By *Ann Roy Moore*
Its Secretary

I, the undersigned Superintendent of Education and ex officio Secretary of the Montgomery County Board of Education, hereby certify that the following constitutes a true, correct and complete copy of a resolution that was duly adopted at the regular meeting of the Montgomery County Board of Education held on July 14, 2020; DATED this 20th day of July, 2020.


Secretary of Montgomery County Board of Education

BE IT RESOLVED by the Montgomery County Board of Education (herein called "the Board"), in the State of Alabama, as follows:

Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:

(a) Montgomery County (herein called "the County") is authorized under Amendment No. 382 to the Constitution of Alabama of 1901 and Act No. 2020-197 enacted at the 2020 Regular Session of the Legislature of Alabama to call and conduct an election on the proposition of levying and collecting a special annual ad valorem tax (herein called "the Special Tax") in the Montgomery School Tax District (herein called "the District," as hereinafter described) at the rate of 18.5 mills on each dollar (\$1.85 on each one hundred dollars) of the assessed value of taxable property in the District.

(b) The Board, pursuant to authority set forth in section 16-13-191 of the Code of Alabama 1975, as amended, and as relates to the Special Tax, hereby fixes the boundaries of the District to be coterminous with those of the County and to encompass all the area lying therein less and except the area lying within the corporate limits of the City of Pike Road. All the area lying within the District is subject to the jurisdiction and control of the Board.

(c) The Board has determined that it is necessary and desirable that the Special Tax be levied in the District.

(d) The Board has caused a map to be prepared by the County Surveyor or other competent person pursuant to and in the form and containing the information provided in and required by Section 16-13-191 of the Code of Alabama 1975, and showing the boundaries of the District.

Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Montgomery County Commission to call an election to be held on November 3, 2020, in the District to determine whether a special district tax of \$1.85 on each one hundred dollars (18.5 mills on each dollar) of the assessed value of the property subject to taxation in the District shall be levied annually for public school purposes within the District for a period of twenty-seven (27) consecutive years commencing with the tax year that will begin on October 1, 2022 (for which tax year the tax will become due and payable on October 1, 2023); the said levy, if authorized, to be in lieu of the presently existing 3.5 mill district tax now being levied in a portion of the District pursuant to Section 2 of Amendment No. 3 to the Constitution of Alabama of 1901.

Section 3. Delivery of Request. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Montgomery County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution. The Secretary of the Board is further directed to transmit to the said County Commission, with the said copy of this resolution, a full and correct description of the District, together with a map of the said special school district, made by the County Surveyor or other competent person, showing thereon the boundaries of the District and indicating thereon the sections and ranges in the said special school district and the location of public utilities, such as power plants, railroad and telegraph lines, if any, in the said special school district and the railroad mileage for each and every corporation having property therein. The Secretary of the Board is further directed to record in the minutes of the Board a full and correct description of the boundaries of the said special school district, together with a copy of the said map, and to furnish the said description and a copy of the said map to (a) the Judge of Probate of the County (who is hereby requested to record the same in a book kept by him for that purpose), (b) the State Department of Education, and (c) the State Department of Revenue (which shall also be furnished with as many additional copies of the said map as there are public utilities located in the said special school district).

PROCEEDINGS PERTAINING TO THE REQUEST FOR
AND CALL OF A SPECIAL ELECTION FOR THE LEVY
OF AN 18.5 MILL SCHOOL TAX IN THE MONTGOMERY
SCHOOL TAX DISTRICT IN MONTGOMERY COUNTY
(Amendment No. 382, Constitution of Alabama of 1901)

The following resolution and order was introduced in writing by Commissioner

_____:

BE IT RESOLVED AND ORDERED by the Montgomery County Commission
(herein called "the Commission") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and
declares that there has been filed with the Commission the following written request from the
Montgomery County Board of Education:

TO THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA:

*We hereby transmit to and file with you the attached copy of a resolution which
was duly adopted by the Montgomery County Board of Education at a meeting thereof duly
convened and held on July 14, 2020. You are hereby requested to call and cause to be held on
November 3, 2020, in the Montgomery School Tax District in Montgomery County, Alabama, a
special election as set forth in the said resolution. The boundaries of the said district encompass
all the area within the boundaries of Montgomery County less and except the area lying within
the corporate limits of the City of Pike Road.*

Yours very truly,

MONTGOMERY COUNTY BOARD OF EDUCATION

By _____
Its Secretary

There was attached to the said request a certified copy of the following resolution:

BE IT RESOLVED by the Montgomery County Board of Education (herein called "the Board"), in the State of Alabama, as follows:

Section 1. Findings. Preliminary to the adoption of this resolution, the Board has caused an investigation to be made of the facts set out in the following statements and, on the basis thereof, the Board has found and does hereby declare as follows:

(a) Montgomery County (herein called "the County") is authorized under Amendment No. 382 to the Constitution of Alabama of 1901 and Act No. 2020-197 enacted at the 2020 Regular Session of the Legislature of Alabama to call and conduct an election on the proposition of levying and collecting a special annual ad valorem tax (herein called "the Special Tax") in the Montgomery School Tax District (herein called "the District," as hereinafter described) at the rate of 18.5 mills on each dollar (\$1.85 on each one hundred dollars) of the assessed value of taxable property in the District.

(b) The Board, pursuant to authority set forth in section 16-13-191 of the Code of Alabama 1975, as amended, and as relates to the Special Tax, hereby fixes the boundaries of the District to be coterminous with those of the County and to encompass all the area lying therein less and except the area lying within the corporate limits of the City of Pike Road. All the area lying within the District is subject to the jurisdiction and control of the Board.

(c) The Board has determined that it is necessary and desirable that the Special Tax be levied in the District.

(d) The Board has caused a map to be prepared by the County Surveyor or other competent person pursuant to and in the form and containing the information provided in and required by Section 16-13-191 of the Code of Alabama 1975, and showing the boundaries of the District.

Section 2. Petition to County Commission. The Board does hereby respectfully petition and request the Montgomery County Commission to call an election to be held on November 3, 2020, in the District to determine whether a special district tax of \$1.85 on each one hundred dollars (18.5 mills on each dollar) of the assessed value of the property subject to taxation in the District shall be levied annually for public school purposes within the District for a period of twenty-seven (27) consecutive years commencing with the tax year that will begin on October 1, 2022 (for which tax year the tax will become due and payable on October 1, 2023); the said levy, if authorized, to be in lieu of the presently existing 3.5 mill district tax now being levied in a portion of the District pursuant to Section 2 of Amendment No. 3 to the Constitution of Alabama of 1901.

Section 3. Delivery of Request The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of this resolution to the Montgomery County Commission, accompanied by a written request that the said County Commission call the aforesaid election pursuant to the provisions of this resolution. The Secretary of the Board is further directed to transmit to the said County Commission, with the said copy of this resolution, a full and correct description of the District, together with a map of the said special school district, made by the County Surveyor or other competent person, showing thereon the boundaries of the District and indicating thereon the sections and ranges in the said special school district and the location of public utilities, such as power plants, railroad and telegraph lines, if any, in the said special school district and the railroad mileage for each and every corporation having property therein. The Secretary of the Board is further directed to record in the minutes of the Board a full and correct description of the boundaries of the said special school district, together with a copy of the said map, and to furnish the said description and a copy of the said map to (a) the Judge of Probate of the County (who is hereby requested to record the same in a book kept by him for that purpose), (b) the State Department of Education, and (c) the State Department of Revenue (which shall also be furnished with as many additional copies of the said map as there are public utilities located in the said special school district).

(HERE ENDS THE RESOLUTION OF THE BOARD OF EDUCATION)

(b) The Commission hereby further finds, determines and declares that said request complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, and that the findings set out in Section 1 of the resolution adopted by the Board are true and correct.

Section 2. Call of Election. An election shall be and hereby is called to be held in the Montgomery School Tax District in the County (herein called "the District") on November 3, 2020, between the legal hours for holding elections and at the regular voting places in the District, for the purpose of submitting to the electors of the District the question of whether the County shall be authorized to levy annually for a period of twenty-seven (27) consecutive years beginning with the levy for the tax year that will begin on October 1, 2022 (for which first tax year taxes will become due and payable on October 1, 2023), a special ad valorem tax for public school purposes in the District at the rate of \$1.85 on each one hundred dollars (18.5 mills on each dollar) of the assessed value of the taxable property in said District, being the tax authorized and provided for in Amendment No. 382 to the Constitution of Alabama of 1901, and the rate of which is being increased pursuant to proceedings taken under the said Constitution.

Section 3. Voting Places. The said election called shall be held and conducted at the regularly established voting places in the District except as to the casting of ballots of absent voters as hereinafter provided.

Section 4. Notice of Election. The sheriff of the County is hereby directed to give notice of said election in the manner prescribed by law, by publication in *The Montgomery Advertiser*, a newspaper published in the County and having general circulation in the District, once a week for four consecutive weeks prior to the date fixed for said election, the first publication of such notice to be at least thirty days before the date of the said election, and also by posting a written notice of said election at three public places within the District, each of which shall be posted not less than thirty days prior to the date fixed for said election. The said notice to be so published and posted shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION TO AUTHORIZE THE LEVY
OF AN 18.5 MILL DISTRICT SCHOOL TAX
IN THE MONTGOMERY SCHOOL TAX DISTRICT
IN MONTGOMERY COUNTY

(Amendment No. 382, Constitution of Alabama of 1901)

Notice is hereby given that the Montgomery County Commission has called and ordered a special election to be held in the Montgomery School Tax District on November 3, 2020, at which there will be submitted to the qualified electors of said district, for their determination by ballot, the question of whether a special district tax at the rate of \$1.85 on each one hundred dollars (equal to 1.85 mills on each dollar) of the assessed value of the taxable property located within the said school district shall be levied annually for public school purposes for a period of twenty-seven (27) consecutive years commencing with the tax year that will begin on October 1, 2022 (for which tax year the tax will become due and payable on October 1, 2023), which levy shall be in lieu of the 3.5 mill school district tax now being levied in a portion of the district.

The boundaries of the District are coterminous with those of Montgomery County and include all the area lying therein LESS AND EXCEPT the area lying within the corporate limits of the City of Pike Road.

The said election will be held at the voting places regularly established for County elections in the District between the legal hours for the holding of elections.

Sheriff of Montgomery County, Alabama

Section 5. Form of Ballot. The form of official ballot to be used at said election shall be in substantially the following form, except that there shall appear on the envelope accompanying each ballot for absent voters an affidavit substantially equivalent to the applicable form of affidavit prescribed for absent voters by law:

OFFICIAL BALLOT

MONTGOMERY SCHOOL TAX DISTRICT
MONTGOMERY COUNTY, ALABAMA

SPECIAL ELECTION FOR LEVY OF A DISTRICT TAX
(Amendment No. 382, Constitution of Alabama of 1901)

November 3, 2020

Shall the governing body of Montgomery County, Alabama, be authorized to levy annually, for a period of twenty-seven (27) successive years, commencing with the levy for the tax year that will begin on October 1, 2022 (for which tax year taxes will become due and payable on October 1, 2023), for public school purposes in the Montgomery School Tax District in said county (the area comprising the said district being all the area lying within the boundaries of the said county less and except the area lying within the corporate limits of the City of Pike Road), a special district tax at the adjusted rate of \$1.85 on each one hundred dollars (equal to 18.5 mills on each dollar) of the assessed value of taxable property located within the said district, such that the total number of district mills levied in said district for public school purposes shall be 18.5, said levy at such rate to be in lieu of any district tax now being levied in any part of the said district under the provisions of either Section 2 of Amendment No. 3 or Amendment No. 778 to the Constitution of Alabama of 1901?

() FOR proposed taxation

() AGAINST proposed taxation

The voter shall make a cross mark (X) before the proposition that expresses his or her choice.

Section 6. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the election shall be the same as that provided above except as follows:

(a) In lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";

(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by placing a cross mark before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Conduct of Election. The special election to be held in the District on _____, 2020, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

Commissioner _____ moved that said resolution and order be adopted, which motion was seconded by Commissioner _____ and, upon said motion being put to vote, the following vote was recorded:

YEAS:

NAYS:

The chairman thereupon declared that the said motion for the adoption of said resolution and order had been unanimously adopted.

RESOLUTION TO AUTHORIZE LOAN TO MONTGOMERY COUNTY COMMUNITY COOPERATIVE DISTRICT

WHEREAS, Montgomery County Community Cooperative District (the "District") has been tasked with developing a whitewater rafting park and other facilities (the "Project") within the City of Montgomery;

WHEREAS, the District is preparing to enter into a Development and Construction Management Agreement with Southern Whitewater Development Group, LLC to begin the design of the Project;

WHEREAS, it is essential to begin the design of the Project as soon as possible to avoid delay in the opening of the Project;

WHEREAS, the District is proceeding toward the issuance of its Taxable Revenue Bonds (Montgomery County Funding), Series 2020 (the "District Funding Bonds") to be payable from the proceeds of that certain Funding Agreement between the District and Montgomery County, Alabama (the "County") to provide permanent financing for the Project;

WHEREAS, until the District can issue the District Funding Bonds, it has no source of funds to begin paying for the Project design costs;

WHEREAS, the County has levied a rental tax (the "Rental Tax") pursuant to Act No. 2019-91 adopted by the Alabama Legislature during the 2019 Regular Session the proceeds of which are to be pledged for and used to pay for a portion of the cost of the Project via payment of debt service on the District Funding Bonds;

WHEREAS, the Rental Tax was levied by the County Commission with the intention that the tax proceeds would be used to finance the Project and for other economic development purposes;

WHEREAS, the County has collected in excess of \$600,000 of proceeds from the Rental Tax to date;

WHEREAS, the District has requested that the County loan to it up to \$250,000 of the Rental Tax proceeds collected to pay for Project design and development costs incurred prior to the issuance of the District Funding Bonds with such loan to be repaid from proceeds of the District Funding Bonds; and

WHEREAS, the District has adopted a resolution authorizing the issuance of a bond to evidence its obligation to repay the loan.

NOW BE IT RESOLVED, by the County Commission (the "County Commission") of Montgomery Count, Alabama as follows:

SECTION 1. Definitions, Use of Words and Phrases.

(a) The following words and phrases shall have the following respective meanings in this ordinance:

"County" means Montgomery County, Alabama.

"District" means Montgomery County Community Cooperative District, and any successor thereto.

"District Project Bonds" means the District's Taxable Revenue Bonds (Montgomery County Funding), Series 2020 to be issued by the District and payable from the proceeds of that certain Funding Agreement between the District and the County.

(b) The definitions set forth herein include both singular and plural. Whenever used herein, any noun or pronoun shall be deemed to include both singular and plural and to cover all genders.

SECTION 2. Authorization of the Loan to District. (a) Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly Section 11-99B-12 of the Code of Alabama 1975, as amended, the County Commission hereby authorizes a loan to the District of \$250,000 in principal amount, the proceeds of which are to be used to (i) fund Project-related costs and (ii) pay any other costs permitted by law.

(b) The loan shall have the following terms:

(1) The loan shall be evidenced by a bond issued to the County by the District.

(2) There shall be no interest charged on the loan.

(3) The loan shall be payable solely from the proceeds received by the District from the issuance of its District Project Bonds.

(4) The loan will be a draw down loan with the proceeds advanced only as needed to pay costs incurred by the District.

(5) The maturity date of the loan shall be one year from the date of issuance of the bond by the District to the County.

(6) The loan shall be prepaid within 30 days of the issuance of the District Project Bonds.

(c) Subject to the terms specified in Section 2(b) hereof, the County Commission hereby authorizes and entrusts the Chairman of the County Commission to determine or prescribe,

such of the other terms, provisions and other matters relative to the loan as he deems necessary or desirable.

SECTION 3. Rental Tax Proceeds to be maintained in a Separate Fund. The County Commission hereby directs that the Rental Tax proceeds shall be set aside and held pending expenditure in a separate fund from other County moneys. The moneys in such fund shall be used to (i) pay costs of the Project, including funding the loan authorized in Section 2 hereof and payment of debt service on the District Project Bonds and (ii) subject to the obligations of the loan and the pledge of the Rental Tax proceeds for payment of debt service on the District Project Bonds, to pay the costs of other economic development projects. Notwithstanding the forgoing, the County Commission reserves the right to direct the use of the moneys in such fund to any other lawful purpose and to terminate the segregation of such moneys into a separate fund, subject to the obligations of the County with respect to the loan and the pledge of the Rental Tax proceeds for payment of debt service on the District Project Bonds and any other obligations hereafter incurred with respect to the Rental Tax proceeds.

SECTION 4. Execution of Other Documents. The Chairman of the County Commission and the County Administrator of the County are hereby separately authorized and directed in the name and on behalf County to take any and all actions that they may deem advisable in order to give effect to the intent of this resolution, and in connection therewith to perform in the name of the County such actions and to execute, deliver, seal, attest and accept such other ancillary documents and certificates, as may be necessary or advisable to the making of the loan, and to carry out fully the financing hereinabove authorized, and all such actions taken are hereby ratified and confirmed as valid and binding on the County.

SECTION 5. Provisions of Resolution Severable. The various provisions of this resolution are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction such invalidity shall not affect any other portion of this ordinance.

SECTION 7. Effective Date. This resolution shall become effective immediately upon its adoption by the County Commission.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG - 3 2020

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

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

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

Subject: ADECA Training Grant

Date: July 14, 2020

In an effort to expand our de-escalation and use of force training efforts, we are planning to pursue the Alabama Department of Economic and Community Affairs, ADECA grant. The maximum amount available under this grant opportunity is \$50,000 with no required local match.

The driving simulator will be made available to law enforcement agencies throughout the state of Alabama. Officers will utilize the skills learned through the VirTra Firearms Training Simulator to work towards de-escalating their current situation. The combination of these two-simulator training will make the training as realistic as possible in a sanitized and safe training environment.

RW/dc

cc: Derrick Cunningham, Sheriff

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

WWW.MontgoMerySheriff.CoM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

AUG - 3 2020



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Elton Dean, Chair, Montgomery County Commission

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

Subject: Alabama 9-1-1 Board Grant Cycle 5

Date: July 14, 2020

Our Emergency Communications Center is a 24/7 operation. The volume of work performed in this center means that upgrades are always needed. We are planning to pursue the Alabama 911 Board Grant. We are requesting to add this item to the agenda of the July 20, 2020 meeting of the Montgomery County Commission. The Alabama 911 Board Grant is a twelve-month grant with no local match required. The amount available through this grant varies with each cycle.

Grant funds can be used to establish, operate, maintain, and replace communications equipment to be used in answering, transferring, and dispatching public emergency telephone calls, emergency radio communications equipment and recurring costs necessary to implement, operate, and maintain an emergency communication system.

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

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG - 3 2020

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

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

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

Subject: COPS Grant Acceptance

Date: July 14, 2020

The Montgomery County Sheriff's Office has been awarded grant from the U. S. Department of Justice, Office of Justice Programs. We are requesting your approval and acceptance of this grant (and the special conditions) in the amount of \$375,000. I am requesting that this item be placed on the agenda for the July 20th meeting for approval of the County Commission.

Should you have any questions or require additional information, please contact me, at 832-1660 or 313-7216. I thank you for your attention to this matter.

RW/dc

cc: Derrick Cunningham, Sheriff

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

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

www.MontgomerySheriff.CoM



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

June 25, 2020

Sheriff Derrick Cunningham
Chairman Elton Dean

Montgomery County Sheriff's Department
115 South Perry Street
P.O. Box 4219
Montgomery, AL 36103

Re: COPS Hiring Program award number 2020UMWX0034
ORI AL00300

Dear Sheriff Cunningham and Chairman Dean:

Congratulations on your agency's award for 3 officer position(s) and \$375,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$150,070.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award



amount and will also identify any disallowed costs.

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/11/2020

Additional Award Notification



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Award Document

COPS Office COPS Hiring Program (CHP)

CFDA - 16.710 - Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406

Award Number: 2020UMWX0034

ORI Number: AL00300

OJP Vendor Number: 636001653

DUNS Number: 0998390860000

Applicant Organization's Legal Name: Montgomery County Sheriff's Department

Applicant's System for Award Management (SAM) name: Montgomery, County Of

Law Enforcement Executive / Agency Executive: Sheriff Derrick Cunningham

Government Executive / Financial Official: Chairman Elton Dean

Award Start Date: 07/01/2020

Award End Date: 06/30/2023

Award Amount: \$375,000.00

Full-Time Officers Funded: 3

New Hires: 3 Rehires Previously Laid Off: 0 Rehires Scheduled for Lay Off: 0

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 06/11/2020

(Signature Pending)

Signature of the Program Official with the Authority to Accept
this Grant Award

(Signature Pending)

(Date Pending)

Date

(Date Pending)

Signature of the Financial Official with the Authority to Accept Date
this Grant Award

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Financial Clearance Memorandum

COPS Office COPS Hiring Program Program (CHP)

To: Sheriff Derrick Cunningham and Chairman Elton Dean

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 3

Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base salary	\$39,457.00	\$40,677.00	\$41,898.00
Benefits	\$17,142.46	\$17,699.79	\$18,149.20
Social Security	\$2,446.33	\$2,521.97	\$2,597.68
Medicare	\$572.13	\$589.82	\$607.52
Health insurance	\$9,240.00	\$9,400.00	\$9,600.00
Life insurance	\$81.00	\$83.00	\$86.00
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$4,408.00	\$4,698.00	\$4,839.00
Worker's compensation	\$395.00	\$407.00	\$419.00
Unemployment insurance	\$0.00	\$0.00	\$0.00

Approved total project costs

Per officer Grand total

Salaries and fringe benefits	\$175,023.45	\$525,070.00
Federal share	\$125,000.00	\$375,000.00
Applicant share	\$50,023.33	\$150,070.00

Local match waiver not granted.

Budget Cleared Date: 06/25/2020

Overall Comments:

NA

Additional Comments:

N/A





U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Award Document Supplement

COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2020 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2020 CHP award, recipients using CHP funding to hire and/or deploy School Resource

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING



Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
 - The purpose of the MOU
 - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
 - Information sharing
 - Supervision responsibility and chain of command for the SRO
 - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.



AUG - 3 2020

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2019	4. Amount of: Federal: 32,366.46 Total: 32,366.46	5. Effective Dates Begin: 7/22/2020 End: 8/31/2020	6. Award Number: 7LOC

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2017 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

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

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

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

Initial Here 

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. Personnel and Travel Costs: The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

Initial Here



**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

14. Property Management Requirements:

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

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

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

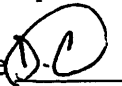
15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

Initial Here



**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

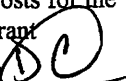
16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

Initial Here 

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

Initial Here



**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

35. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

Initial Here 

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

36. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

Initial Here

D.C.

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

CERTIFICATION BY THE SUB-GRANTEE	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.	
Name:	Derrick Cunningham
Title:	Sheriff
Agency Address:	P.O. Box 4219 Montgomery, AL 36103
Phone Number:	334-832-1646
Fax Number:	334-832-7113
Mobile Number:	334-850-1329
E-Mail Address:	derrickcunningham@mc-ala.org
Signature:	Date: 7/27/20
CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.	
Name:	
Title:	
Agency Address:	
Phone Number:	
Signature:	Date:
<u>NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.</u>	
CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.	
Name:	
Title, Agency, Agency Address, Phone Number:	
Signature:	Date:
CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR	
Name:	Hal Taylor
Title:	Secretary, Alabama Law Enforcement Agency
Signature:	Date: 11/18/19

Initial Here

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Initial Here DC
7-9

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here D.C.

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending			
-------------------	-----------	--	--------	--	--	--

2. Audit will be submitted to ALEA Accounting Office by:		
--	--	--

(Date)

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with CFR 200.501.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By

Name:

Title:

Signature:

Initial Here

(D.C.)
7-11

AGENDA

AUG - 3 2020



DERRICK CUNNINGHAM SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

July 16, 2020

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Transfer of Ownership of Retiring K-9 Dog, Hoss

Please find attached a Memorandum from Sergeant Talley, requesting the retirement of Hoss, one of the MCSO K9 service dogs. Hoss has been in service with our agency since 2012 and his health has begun declining which has become evident during some of his training sessions.

Corporal Lucas has trained and worked one-on-one with Hoss throughout the years and has requested to take ownership of Hoss upon the Montgomery County Commission's acceptance of his retirement request (see the attached Memorandum). Please also find enclosed medical documentation from Carriage Hills Animal Hospital indicating Hoss' declining health. Furthermore, upon Hoss' retirement, Corporal Lucas will sign the attached K-9 Transfer of Ownership and Liability releasing our agency from any and all liability.

Please place this matter on the agenda.

Thank you!

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

8-1

MONTGOMERY COUNTY SHERIFF'S OFFICE
K-9 Transfer of Ownership and Liability

I, Jonathan L. Lucas, agree to take immediate ownership of the retiring K-9, Hoss (hereinafter referred to as "dog"). In exchange for the transfer of ownership, I agree to hold the Montgomery County Commission, the Montgomery County Sheriff's Office, and all representatives or employees thereof, harmless from any and all claims, liabilities, suits, actions or orders of any nature in connection with loss of life, bodily or personal injury or property damage or any other claim or damage which may arise from or is related to dog or ownership of the dog, after the transfer of ownership of the dog.

I fully understand that this dog has served the Montgomery County Sheriff's Office for several years and I will be accepting all responsibility for this dog's care and any future liability for its actions after the effective retirement date mentioned below.

Effective Retirement Date _____

Signature of New Owner _____

Signature of Sheriff _____

Memorandum

Date: June 11, 2020

To: Captain G. Beaudry

From: Sgt. D. Talley

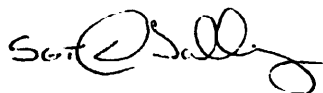
Subject: Canine Retirement Recommendation, Hoss

I am writing this memorandum for retirement consideration of K9 Hoss. Hoss is currently 9 years old. He was purchased from Alabama K9 back in October of 2012. Over the last year or so we have noticed a decline in his overall health and workability. Cpl. Lucas and Deputy Ratsch have both reported to me that Hoss has struggled during some training exercises as well as just getting in and out of the vehicle. Both handlers have documented that he sometimes drags his back legs and limps noticeably. Dr. Carter has diagnosed Hoss with moderate arthritis previously.

On June 5, 2020 at the referral of Dr. Carter an MRI was done on Hoss by Dr. Van Hooser with Carriage Hills Animal Hospital. Dr. Van Hooser reported that the MRI showed a disc rupture of his L7-S1 vertebrae. Dr. Van Hooser advised that this condition will only get worse with time and he recommended retirement of Hoss. See Dr. Van Hooser's recommendation on page 2 of 3 of attached medical records

If retirement is approved, Cpl. Lucas would like to assume full responsibility and liability of Hoss and take him home so that he can enjoy his retirement.

I am requesting that we retire Hoss as soon as possible. Thank you for your consideration in this matter.



Sgt. D. Talley

Memorandum

To: Col. J. Briggs
From: Cpl. J. Lucas
Subject: Retirement of K-9 Hoss
Date: 06/26/20

As K-9 Hoss is to retirement age, this memo is to acknowledge that I, Cpl. Lucas, will be taking all responsibilities and liabilities of Hoss after his retirement paperwork is complete. This includes all medical expenses as well as all day to day expenses that incur after retirement. I am also aware that I will be responsible for all liabilities that could come with having a retired patrol dog as a personal dog and I will be taking that responsibility over as well after his retirement is complete.

Thank you,

Jonathan L. Lucas

MEDICAL HISTORY

28-May-2020 to 05-Jun-2020

Client**Sheriffs Office Montgomery County (7273)****David Talley**

C: David: (334) 850-0400

Most recent visit date: 05-Jun-2020

Microchip No.: n/a

Rabies tag ID / date : n/a

Patient**Hoss (26674)**

Canine

Shepherd Dog, Dutch

9y 1m (04-May-2011)

Brindle

Male / Intact - 89 lb (04-May-2020)

Patient Alerts: n/a

Current medical overview: as of 10-Jun-2020**Weight by Age** Wt. Record date

n/a

Active Concerns Established

Lumbosacral pain 05-Jun-2020

Ataxia 04-May-2020

Inactive Concerns Established

n/a

Resolved Concerns (since 28-May-2020) Established Resolved

n/a

Medications (since 05-Jun-2019) Amount Disp. Date**Gabapentin (gen) 300mg Cap** 30.00 cap 04-May-2020
Give 1 capsule(s) by mouth every 12 hours.**Prednisone (gen) 20mg Tab** 30.00 tab 04-May-2020
Give 1 tablet by mouth every 12 hours for 7 days. Then Give 1 tablet by mouth every 24 hours for 7 days.**Omeprazole (gen) 20mg Cap** 10.00 cap 04-May-2020
Give 2 capsule(s) by mouth every 24 hours for 5 days.

8-5

MEDICAL HISTORY: 28-May-2020 to 05-Jun-2020

Anesthesia report**05-Jun-2020 Anesthesia****MRI - Van Hooser, William H.****08:30** Order item: Anesthesia Imaging MRI [242.99]

ASA Anesthetic Risk	1 [1-5]
Induction time	830
Anesthetic procedure	Domitor 0.3 torb 0.8 tel 0.8 im then 0.5 tel iv intubation

MRI report**05-Jun-2020 MRI****MRI - Van Hooser, William H.****08:30** Order item: MRI Spine Segment (-C) [23.201]

Findings	Severe disc herniation and rupture left side of L7-S1. other deg disc and ventral spondylosis areas present.
Interpretation	Possible surgery if conditions worsen
Recommendations	Rest, nsaid, etc. no jumping running etc.

Outpatient visit (05-Jun-2020 to 08-Jun-2020)Appointment Type: **Surgery** Provider: **Van Hooser William, DVM** Sex / age / weight: **Male - Intact / 9y 1m / n/a****Concerns (Problem List)**

Active

- **Lumbosacral pain** (05-Jun-2020)
- **Ataxia** (04-May-2020)

05-Jun-2020 Exam**Van Hooser William, DVM****11:00****ASSESSMENTS****Lumbosacral pain**

Disc rupture left side with stenosis of canal on L7-S1.

PLANS**Lumbosacral pain**

Recommend retirement for this working dog.

05-Jun-2020 Order items

- MRI Spinal Segm. (-C) [23.201]: 1.00 each
- Anesthesia Imaging MRI [242.99]: 1.00 each
 - Includes:
 - The veterinarian's assessment of the patient to determine the anesthetic protocol for the procedure about to be performed
 - Pre-anesthetic Medications
 - Anesthesia Induction
 - Anesthesia Maintenance
 - Anesthesia Monitoring
 - Recovery Monitoring and Care
- Anesthesia Drug (Pick List) LINK [242.179]: 1.00 each
 - Atipamezole (Antisedan) 5mg/mL/mL [53.9067]: 0.30 mL

*Documents are available as separate attachments or files.

VCA Carriage Hills Animal Hospital PC
3200 Eastern Blvd., Montgomery, AL 36116 | (334) 277-2867

2 of 3

8-6

Client: **Sheriffs Office Montgomery County (7273)** Patient: **Hoss (26674)**



MEDICAL HISTORY: 28-May-2020 to 05-Jun-2020

- Butorphanol (Torbugesic) 10mg/mL/mL [53.9055] - Dose: 9 mg (Amt: 0.9 mL)
- Dexmedetomidine (Dexdomitor) 0.5mg/mL/mL [53.9052] - Dose: 0.15 mg (Amt: 0.3 mL)
- Tiletamine Zolazepam (Telazol) 100mg/mL/mL [53.9001]: 1.40 mL

*Documents are available as separate attachments or files.

VCA Carriage Hills Animal Hospital PC
3200 Eastern Blvd., Montgomery, AL 36116 | (334) 277-2867

3 of 3

8-7



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG - 3 2020

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 : Auburn Police
Assistance with Football Games

I am requesting that the County Commission approve the attached matter at the next County Commission meeting allowing the Montgomery County Sheriff's Office to assist Auburn Police Department during their football games. If this matter is approved, please have Mr. Dean sign the second page of the Professional Services Contract

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

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

9-1

**Auburn Game Day Law Enforcement Corporation
Professional Services Contract**

This Professional Services Contract (the "Agreement") made and entered into on this the ____ day of _____, 2020, by and between The Auburn Game Day Law Enforcement Corporation, an Alabama corporation (the "Company"), the City of Auburn, Alabama, a municipal corporation (the "City") and Montgomery County Commission and Sheriff's Office (Assisting Agency).

The parties hereby state and agree as follows:

1. The City has entered into a Professional Services Contract with Auburn University (the "University") whereby the City agrees to provide Law Enforcement Officers; Fire; Communications and Judicial personnel with the City as well as assisting agencies to provide security and traffic direction for University athletic and other special events.
2. MCC/ Montgomery County SO (Assisting Agency), acting in support of City of Auburn (Auburn) Public Safety/Police Division shall provide public safety services.
3. The Assisting Agency, acting in support of the City's Public Safety Department/Police Division, shall provide support services to include, but not limited to crowd control, traffic direction, and security at Auburn University campus locations during major sporting events and/or special events. Fire personnel shall provide support services to include, but not limited to airport standby, fire suppression, and EMS services.
4. The Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief or his/her designee.
5. The Assisting Agency shall provide the above services during the time period from August 1, 2020 to July 31, 2021.
6. The Assisting Agency will be compensated by the City on behalf of the Company for the above services at the following rates: Assignment: Stadium- \$30.00; Traffic- \$35.00; Supervisor- \$38.00. The Assisting Agency's liability for services provided under this Agreement shall be limited to the intentional and/or negligent acts or omissions of its employees.
7. Agencies providing K9 Teams shall have their dog(s) leashed at all times in order to maintain control. In the event there is an area deemed unreachable, K9 teams may go through a supervisor to request an Explosive Ordinance Disposal (EOD) Technician conduct the search.
8. The Assisting Agency will receive compensation for services provided within ten working days of the receipt of an approved invoice.
9. The Assisting Agency will not be compensated for travel expenses.
10. The Company shall secure and provide to Assisting Agency's employees Workers Compensation Insurance.
11. The Assisting Agency agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Assisting Agency represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned on this the ____ day of _____, 2020.

ASSISTING AGENCY

Signature

Elton N. Dean, Sr., Chairman
Name

Montgomery County Commission
Agency Name

101 S. Lawrence Street
Address

63-6001653
Tax I.D. Number

Montgomery, AL 36104
City, State, Zip Code

AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

President

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this ____ day of _____, 2020.

ATTEST:

Mayor

City Manager

July 20, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: ESRI Software Maintenance Renewal

Attached hereto, please find the Environmental Systems Research Institute, Inc. (ESRI) software maintenance renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of \$23,900.00

I request that approval of the ESRI software maintenance renewal agreement be placed on the next agenda.

RTG

Attachment



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/02/2020
To: Todd Grant
Organization: Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
Fax #: 334-832-2535 **Phone #:** 334-832-1607

From: Manny Ballesteros
Fax #: 909-793-4801 **Phone #:** 888-377-4575 Ext. 2240
Email: mballesteros@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25967320
Document Date: 07/02/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

Date: 07/02/2020**Quotation Number:** 25967320

Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
101 S Lawrence St
Montgomery AL 36104-4268
Attn: Todd Grant

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Manny Ballesteros

**Please include the following remittance address
on your Purchase Order:**

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 159286

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	3,000.00	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	1,200.00	4,800.00
2010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	500.00	500.00
3010	14	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 10/01/2020 End Date: 09/30/2021	400.00	5,600.00
4010	1	161326	10,000.00	10,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Manny Ballesteros**Ext:** 2240

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

10-3



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

Page 2

Date: 07/02/2020

Quotation Number: 25967320

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

ArcGIS Enterprise Advanced Up to Four Cores Maintenance

Start Date: 10/01/2020

End Date: 09/30/2021

Item Subtotal	23,900.00
Estimated Tax	0.00
Total	USD 23,900.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

10-4



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

Page 3

Date: 07/02/2020

Quotation Number: 25967320

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]

10-5



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

Page 4

Date: 07/02/2020

Quotation No: 25967320

Customer No: 159286

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☒ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]

10-6

July 20, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Pictometry International Corp.

Attached hereto, please find the Pictometry Connect Custom Access license renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of \$2,200.00

I request that approval of the Pictometry Connect Custom Access software license renewal agreement be placed on the next agenda.

RTG

Attachment

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MONTGOMERY COUNTY, AL ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	25 Methodist Hill Drive
Montgomery, AL 36104	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: General Counsel
Phone: (334) 832-1607 Fax: (334) 241-4431	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription

payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
MONTGOMERY COUNTY, AL	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C19438272

BILL TO
Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36104
(334) 832-1607
toddgrant@mc-ala.org

SHIP TO
Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36104
(334) 832-1607
toddgrant@mc-ala.org

CUSTOMER ID	SALES REP
A116960	KLamo

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00		\$2,200.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$2,200.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Activation of Online Services

\$2,200.00

Total Payments

\$2,200.00

PRODUCT PARAMETERS**CONNECT**

Product:
Admin User Name:
Admin User Email:
Geofence:

Pictometry Connect - CA - 50
Todd Grant
toddgrant@mc-ala.org
AL Montgomery
AL Montgomery Metro

11-4

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

11-6

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

11-8

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Alabama in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Payment Terms: The following shall be deleted from the provision entitled Section A "Fees; Payments Terms":
"To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less)."

4. 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 discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama the Montgomery County Commission and Pictometry International Corp.

[END OF NON-STANDARD TERMS AND CONDITIONS]

ELTON N DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

July 6, 2020

AGENDA

AUG - 3 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer

*Item 1. Speake
7/6/2020*

SUBJECT: Approval of Agreement for Resurfacing
Dozier Road from Wares Ferry Road to the Emerald Mountain Toll Bridge
Project# STPMN-5119(252), MCP 51-02-19, CPMS Ref. # 100070368

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Dozier Road from Wares Ferry Road to the Emerald Mountain Toll Bridge (1.668 miles).

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

GCS/gcs

Attachment

cc; File

12-1

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
MONTGOMERY COUNTY COMMISSION**

**Widening and Resurfacing on Dozier Road
From CR-64 (Wares Ferry Road) to the
Emerald Mountain Toll Bridge**

**Project No. STPMN-5119(252)
County Project No. MCP 51-02-19
CPMS Ref# 100070368**

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the COUNTY desire to cooperate in the widening and resurfacing on Dozier Road from CR-64 (Wares Ferry Road) to the Emerald Mountain toll bridge; Length – 1.668 miles; Project# STPMN-5119(252); MCP 51-02-19; CPMS Ref# 100070368.

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

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$395,920.00 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 395,920.00
County Funds	\$ 98,980.00

TOTAL (Incl CE&I)	\$ 494,900.00

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

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

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

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

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

PART THREE (3): PROJECT SERVICES

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

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

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

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

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

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

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

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

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

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

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

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

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

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

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

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

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

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

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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

ATTEST:

Montgomery County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Print Name of Clerk
(AFFIX SEAL)

Print Name of Chairman

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

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

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

John R. Cooper, Transportation Director

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

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

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

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

Widening and resurfacing on Dozier Road from CR-64 (Wares Ferry Road) to the Emerald Mountain toll bridge; Length – 1.668 miles; Project# STPMN-5119(252); MCP 51-02-19; CPMS Ref# 100070368.

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

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

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

ATTESTED:

County Clerk

Chairman

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

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

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

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

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT H

Page 2

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

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

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

EXHIBIT H

Page 3

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

EXHIBIT H

Page 4

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

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

EXHIBIT H

Page 5

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

COUNTYS' CERTIFICATIONS

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

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

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

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

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

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

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

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

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

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

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

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

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

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

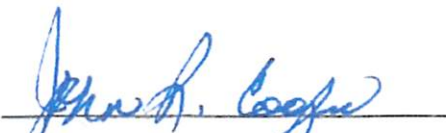
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

ELTON N DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



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

ENGINEERING DEPARTMENT

July 15, 2020

AGENDA

AUG - 3 2020

MEMORANDUM

TO: Florence M. Cauthen
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
7/15/2020

SUBJECT: Approval of FY 2021 Annual Transportation Plan as per "Rebuild Alabama Act"

Please place on the agenda of the nearest possible Montgomery County Commission meeting approval of attached FY 2021 Annual Transportation Plan as mandated in Section 11(d) of Act No. 2019-2 (HB2, 197584-4, March 12, 2019, "Rebuild Alabama Act") signed into law year 2019 (excerpt attached). Said Section 11(d) requires that subject Transportation Plan be adopted by the County Commission no later than August 31 for the next fiscal year.

Once adopted, said Section 11(d) also requires this annual plan to be posted at all times in conspicuous places at the County Courthouse, the County Commission Office, the County Engineering Department, and other places deemed appropriate by the County Commission. Additionally, it requires this plan to be posted on the County Commission's website.

GCS/gcs

Attachment

cc: File



FY 2021 County Transportation Plan

Montgomery County



Date Approved by the Montgomery County Commission: August 3, 2020

Date Amended by the Montgomery County Commission: N/A

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Estimated Beginning Balance					\$719,719.74	\$400,000.00
										Estimated Annual Revenue					\$895,252.51	\$400,000.00
1	RA-MCP 51-10-2020	Woodley Road	32.0792	86.0853	32.1532	86.1382	X		7.40	Resurfacing and Traffic Stripe	\$847,254.00		\$847,254.00	FAEF		\$847,254.00
2	RA-MCP 51-11-2020	Brady Road	32.0636	86.3737	32.1093	86.3855	X		3.70	Resurfacing and Traffic Stripe	\$430,335.00		\$430,335.00	CRAF	\$430,335.00	
3	RA-MCP 51-12-2020	Greenwood Road	32.1188	86.0703	32.1432	86.0242	X		4.00	Resurfacing and Traffic Stripe	\$458,737.00		\$458,737.00	CRAF	\$458,737.00	
4	RA-MCP 51-13-2020	Smilie Ferry Road	31.9901	86.2239	32.0343	86.2561	X		4.00	Resurfacing and Traffic Stripe	\$463,158.00		\$463,158.00	CRAF	\$463,158.00	
5	RA-MCP 51-14-2020	West McLean Road	32.2403	86.3773	32.2608	86.3874	X		1.50	Resurfacing and Traffic Stripe	\$171,389.00		\$171,389.00	CRAF	\$171,389.00	
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						20.60	Total CTP Estimated Costs	\$2,370,873.00	\$0.00	\$2,370,873.00	Total CRAF/FAEF Remaining Estimated	\$91,353.25	(\$47,254.00)

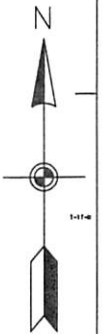
Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks

CRAF and FAEF funds shall be included with traditional funding sources to make the FY 2021 County Funded Resurfacing Project. All CRAF shall be used and documented in accordance to Act #2019-2, (The Rebuild Alabama Act). The remaining estimated balance of CRAF shall be carried over for projects in next the fiscal year's CTP. Montgomery County shall use local funds to supplement any short fall FAEF funding towards the Woodley Road project.

FY 2021 COUNTY TRANSPORTATION PLAN

— FAEP
— CRAF



LEGEND

	PAVED COUNTY ROAD
	UNPAVED COUNTY ROAD
	U.S. HIGHWAY
	INTERSTATE
	STATE HIGHWAY
	CITY STREET
	NON. CITY LIMITS
	NON. P. J.
	VOLUNTEER FIRE DEPT.
	CITY-COUNTY LIBRARY
	CEMETERY
	CHURCH
	POLLING PLACE
	COMMUNITY CENTER
	TRAIL
	AUTO JOURNALS
	CELL TOWER



1 (2) The purchase, lease, or maintenance of
2 equipment, other than equipment purchased and permanently
3 installed as a part of a road or bridge project.

4 (3) The maintenance or construction of public
5 buildings or other structures that are not integral to the
6 system of roads or bridges.

7 (c) All fund records shall be audited by the
8 Examiners of Public Accounts in the same manner as all other
9 county or municipal funds.

10 (d) The county commission of each qualified county
11 or municipal governing body of each qualified municipality
12 shall adopt an annual Transportation Plan no later than August
13 31 for the next fiscal year, which plan shall be approved by
14 affirmative vote of a majority of the members of the county
15 commission or municipal governing body. The plan shall provide
16 a detailed list of projects for which expenditures are
17 intended to be made in the next fiscal year and shall be based
18 upon an estimate of the revenues anticipated from the fund
19 during the fiscal year. Once adopted, the annual plan shall at
20 all times be posted in conspicuous places at the county
21 courthouse, the county commission office, the county highway
22 department, municipal hall, the mayor's office, the municipal
23 highway department, and any other places deemed appropriate by
24 the county commission or municipal governing body.

1 Additionally, the plan shall be posted on their respective
2 official government website, if available.

3 (e) At the first meeting in January of each year
4 following the creation of the fund, the county or municipal
5 engineer or other person designated by the county commission
6 or municipal governing body shall present to the county
7 commission or municipal governing body an annual written
8 report detailing expenditures made from the fund during the
9 previous fiscal year, which report shall include the status of
10 each project included in the previous fiscal year's
11 Transportation Plan. The report shall be entered into the
12 minutes of the county commission or municipal governing body
13 meeting and shall be made available to the public for
14 inspection, including posting on the county's or
15 municipality's website, if available.

16 (f) By January 15 of each year, the county engineer
17 will submit a certificate of compliance verifying that at
18 least fifty percent (50%) of funding for the last fiscal year
19 was let to contract, and shall file such certificate with the
20 Chair of the Joint Transportation Committee, the Alabama
21 Senate Pro Tempore, and the Speaker of the Alabama House of
22 Representatives.

23 Section 12. Section 11-6-6, Code of Alabama 1975 is
24 hereby repealed.

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 8/3/2020 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			27,000	10,662	0	100	8,982	46,744
NC-2020-35	Alabama Cooperative Extension System	Expanded Food & Nutrition Ed. Prog. (EFNEP)	2,000					2,000
	Total Appropriations 8/3/2020		2,000	0	0	0	0	2,000
	APPROPRIATED BUDGET BALANCE		25,000	10,662	0	100	8,982	44,744
	County Administrator	Date						

AUG - 3 2020

14-1

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 8/3/2020 - CODE: 001-59320.494								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			18,450	65,000	55,500	23,000	51,000	212,950
BOE-2020-51	Pike Road BOE, for Pike Road Elementary	Principal's Discretionary Fund					1,000	1,000
BOE-2020-52	Pike Road BOE, for Pike Road Historical	Principal's Discretionary Fund					1,000	1,000
BOE-2020-53	Pike Road BOE, for Pike Road High School	Principal's Discretionary Fund					1,000	1,000
BOE-2020-54	Johnnie Carr Middle School	Principal's Discretionary Fund					1,000	1,000
BOE-2020-55	Halcyon Elementary School	Principal's Discretionary Fund					1,000	1,000
BOE-2020-56	Blount Elementary School	Principal's Discretionary Fund					1,000	1,000
BOE-2020-57	Wilson Elementary School	Principal's Discretionary Fund					1,000	1,000
BOE-2020-58	Fitzpatrick Elementary School	Principal's Discretionary Fund					1,000	1,000
BOE-2020-59	Park Crossing High School	Principal's Discretionary Fund					1,000	1,000
BOE-2020-60	Dunbar-Ramer Elementary School	Principal's Discretionary Fund					1,000	1,000
BOE-2020-61	Johnnie Carr Middle School	Athletic's Department					2,500	2,500
BOE-2020-62	Park Crossing High School	Athletic's Department					5,000	5,000
BOE-2020-63	Pike Road BOE, for Pike Road High School	Athletic's Department					5,000	5,000
	Total Appropriations 8/3/2020		0	0	0	0	22,500	22,500
	APPROPRIATED BUDGET BALANCE		18,450	65,000	55,500	23,000	28,500	190,450
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 8/3/2020 - CODE: 001-59320.450									
Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			91,037	93,400	93,300	115,291	68,110	73,500	534,638
DR-C-2020-81	Cancer Wellness Foundation of Central Alabama	Social Services Program				5,000			5,000
DR-C-2020-82	Leadership Alabama, Inc.	Program Expenses				2,000			2,000
DR-C-2020-83	Montgomery Area Chamber of Commerce	Montgomery Tech Accelerator Program	40,000						40,000
DR-NC-2020-28	City of Montgomery, Neighborhood Svcs.	Forest Hills N. A., Inc.				1,000			1,000
DR-NC-2020-29	City of Montgomery, Neighborhood Svcs.	Carol Villa Civic Association				1,000			1,000
DR-NC-2020-30	City of Montgomery, Neighborhood Svcs.	Halcyon Summit Residential Assoc., Inc.				3,000			3,000
DR-NC-2020-31	City of Montgomery, Neighborhood Svcs.	Somerset H.A.				1,000			1,000
DR-NC-2020-32	City of Montgomery, Neighborhood Svcs.	Arrowhead H. A., Inc.				2,500			2,500
DR-NC-2020-33	City of Montgomery, Neighborhood Svcs.	County Downs H. A.				3,500			3,500
DR-NC-2020-34	City of Montgomery, Neighborhood Svcs.	Fox Hollow N. A.				1,000			1,000
DR-NC-2020-35	City of Montgomery, Neighborhood Svcs.	Eastbrook-Morningview N. A.				1,000			1,000
DR-NC-2020-36	City of Montgomery, Neighborhood Svcs.	Mountainview Neighborhood Watch Assoc.				1,000			1,000
DR-NC-2020-37	City of Montgomery, Neighborhood Svcs.	Deerfield N. A.				1,000			1,000
DR-NC-2020-38	City of Montgomery, Neighborhood Svcs.	Dalraida Neighborhood Watch				1,000			1,000
	Total Appropriations 8/3/2020		40,000	0	0	24,000	0	0	64,000
	APPROPRIATED BUDGET BALANCE		51,037	93,400	93,300	91,291	68,110	73,500	470,638
	County Administrator	Date							

AGENDA

AUG - 3 2020

MEMORANDUM

TO: Florence M. Cauthen
County Administrator

FROM: Lamar Allen
General Services Director

DATE: July 15, 2020

RE: Invitation to Bid - GMC Project Number AMGM170022
Exterior Renovations to Annex II

Request approval of award on the above referenced Invitation to Bid to Stallings and Sons for Exterior Renovations to the Annex II Office Building in the amount of \$743,766, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

If you have any questions, please contact me.

Attachment

17-2

MEMORANDUM

TO: Florence Cauthen, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: July 8, 2020

RE: Invitation to Bid: 51965-20B-020
Network Switches

Request approval of award on the above referenced Invitation to Bid to the lowest responsible bidder for refurbished equipment, Triton Datacom, in the amount of \$96,822.00, to be placed on the agenda. (Copy of Spreadsheet attached.)

Coordination of award made with Rodney Smith, Interim Director of Information Systems.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5		BID # 6		BID # 7		BID # 8		BID # 9	
INVITATION TO BID NO:		51965-20B-020			Coast to Coast		Triton Datacom		Warren Averett Tech.		Save Systems, Inc.		CompuGov, Inc.		World Data Products							
DATE ISSUED:		Thursday, June 4, 2020																				
DATE OPENED:		Thursday, June 25, 2020			4277 Valley Fair St. Simi Valley, CA 93063		2751 Commerce Ctr Way Pembroke Park, FL 33023		3815 Interstate Court Montgomery, AL 36109		16715 Hilltop Park Place Chagrin Falls, OH 44023		10 Peppertree Aliso Viejo, CA 92656		1105 Xenium Lane N. Plymouth, MN 55441							
REQUESTING DEPARTMENT:		INFORMATION SYSTEMS																				
PROJECT		A1-2F South Renovations			Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?	
DELIVERY DATE:					Yes X No		Yes X No		Yes X No		Yes X No		X Yes No		X Yes No		Yes X No		Yes X No		Yes X No	
ITEM #	DESCRIPTION OF ITEM	Equipment Condition	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Cisco Catalyst 3850-48U-E	New	Ea.	2			\$ 5,595.00	\$ 11,190.00	\$ 17,635.00	\$ 35,270.00			\$ 14,123.91	\$ 28,247.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	2	\$ 4,221.15	\$ 8,442.30	\$ 3,375.00	\$ 6,750.00			\$ 4,400.00	\$ 8,800.00	\$ 5,326.67	\$ 10,653.34	\$ 8,500.00	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Cisco Catalyst 3850 4 x 10GE Network Module	New	Ea.	4			\$ 795.00	\$ 3,180.00	\$ 3,149.00	\$ 12,596.00			\$ 926.67	\$ 3,706.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	4	\$ 711.55	\$ 2,846.20	\$ 595.00	\$ 2,380.00			\$ 775.00	\$ 3,100.00	\$ 726.67	\$ 2,906.68	\$ 950.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	1M Type 1 Stacking Cable, STACK-IT-1M=	New	Ea.	2			\$ 125.00	\$ 250.00	\$ 144.00	\$ 288.00			\$ 132.00	\$ 264.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	2	\$ 39.13	\$ 78.26	\$ 95.00	\$ 190.00			\$ 95.00	\$ 190.00	\$ 66.00	\$ 132.00	\$ 75.00	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Cisco Catalyst Stack Power Cable 150	New	Ea.	4			\$ 119.00	\$ 476.00	\$ 144.00	\$ 576.00			\$ 106.67	\$ 426.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	4	\$ 15.40	\$ 61.60	\$ 75.00	\$ 300.00			\$ 60.00	\$ 240.00	\$ 66.67	\$ 266.68	\$ 75.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Cisco Catalyst 3850E-24XS-E-24x1G/10G	New	Ea.	2	11639	\$ 23,278.90	\$ 8,395.00	\$ 16,790.00	\$ 23,178.00	\$ 46,356.00			\$ 15,557.32	\$ 31,114.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	2			\$ 6,495.00	\$ 12,990.00			\$ 5,900.00	\$ 11,800.00	\$ 8,666.67	\$ 17,333.34	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Cisco Catalyst 3850 2 X 40GE Network Module	New	Ea.	3			\$ 4,995.00	\$ 14,985.00	\$ 6,658.00	\$ 19,974.00			\$ 4,600.00	\$ 13,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	3	\$ 3,184.65	\$ 9,553.95	\$ 4,295.00	\$ 12,885.00			\$ 5,950.00	\$ 17,850.00	\$ 833.33	\$ 2,499.99	\$ 3,500.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Cisco QSFP 40GBase-LR Single Mode Fiber	New	Ea.	9			\$ 1,895.00	\$ 17,055.00	\$ 7,918.00	\$ 71,262.00			\$ 372.00	\$ 3,348.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	9	\$ 1,086.05	\$ 9,774.45	\$ 995.00	\$ 8,955.00			\$ 900.00	\$ 8,100.00	\$ -	\$ -	\$ 1,500.00	\$ 13,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	50 CM Type 1 Stacking Cable	New	Ea.	4			\$ 75.00	\$ 300.00	\$ 72.00	\$ 288.00			\$ 76.00	\$ 304.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	4	\$ 39.60	\$ 158.40	\$ 49.00	\$ 196.00			\$ 50.00	\$ 200.00	\$ 46.67	\$ 186.68	\$ 30.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Catalyst Stack Power Cable 30 CM	New	Ea.	4			\$ 75.00	\$ 300.00	\$ 76.00	\$ 304.00			\$ 53.33	\$ 213.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	4	\$ 37.62	\$ 150.48	\$ 50.00	\$ 200.00			\$ 40.00	\$ 160.00	\$ 39.99	\$ 159.96	\$ 30.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Cisco Nexus C93180YC-EX Switch	New	Ea.	4			\$ 5,995.00	\$ 23,980.00	\$ 13,011.00	\$ 52,044.00			\$ 13,107.87	\$ 52,431.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	4	\$ 5,326.90	\$ 21,307.60	\$ 4,195.00	\$ 16,780.00			\$ 4,900.00	\$ 19,600.00	\$ 11,134.82	\$ 44,539.28	\$ 7,150.00	\$ 28,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Cisco-SFP+10GBase-LX Single Mode	New	Ea.	24			\$ 295.00	\$ 7,080.00	\$ 2,848.00	\$ 68,352.00			\$ 32.00	\$ 768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	24	\$ 199.00	\$ 4,776.00	\$ 129.00	\$ 3,096.00			\$ 175.00	\$ 4,200.00	\$ -	\$ -	\$ 175.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Cisco 40 GbE CSFP-to-QSFP Copper Cable	New	Ea.	5			\$99.00	\$ 495.00	\$188.00	\$ 940.00			\$25.33	\$ 126.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	5	\$82.50	\$ 412.50	\$75.00	\$ 375.00			\$185.00	\$ 925.00	\$ -	\$ -	\$75.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Cisco 10GbE Compatible Passive Cables	New	Ea.	50			\$59.00	\$ 2,950.00	\$112.00	\$ 5,600.00			\$24.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	50	\$52.81	\$ 2,640.50	\$29.00	\$ 1,450.00			\$70.00	\$ 3,500.00	\$ -	\$ -	\$40.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Cisco Catalyst 3750E-48PD-SF Switch	New	Ea.	4			\$1,595.00	\$ 6,380.00					\$2,646.67	\$ 10,586.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	4	\$331.00	\$ 1,324.00	\$262.00	\$ 1,048.00			\$210.00	\$ 840.00	\$181.32	\$ 725.28	\$350.00	\$ 1,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Cisco 3750 Stacking Cable 50 CM	New	Ea.	4			\$55.00	\$ 220.00					\$86.67	\$ 346.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	4	\$11.00	\$ 44.00	\$19.00	\$ 76.00			\$35.00	\$ 140.00	\$40.00	\$ 160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Cisco - SFP(mini-GBIC) Transceiver	New	Ea.	10			\$99.00	\$ 990.00	\$357.00	\$ 3,570.00			\$8.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	10	\$33.00	\$ 330.00	\$15.00	\$ 150.00			\$40.00	\$ 400.00	\$ -	\$ -	\$25.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Cisco - SFP(mini-GBIC) 1000Base-LH-LC Single	New	Ea.	10			\$139.00	\$ 1,390.00	\$708.00	\$ 7,080.00			\$9.33	\$ 93.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	10	\$65.67	\$ 656.70	\$45.00	\$ 450.00			\$150.00	\$ 1,500.00	\$ -	\$ -	\$95.00	\$ 950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	1GbE SFP-to-RJ45 Copper Module	New	Ea.	30			\$ 3,270.00	\$ 97,500.00	\$325.00	\$ 9,750.00			\$24.00	\$ 720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Refurbished	Ea.	30	\$41.04	\$ 1,231.20	\$39.00	\$ 1,170.00			\$45.00	\$ 1,350.00	\$ -	\$ -	\$75.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Costs by Vendor																\$0.00		\$0.00		\$0.00		

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5		BID # 6		BID # 7		BID # 8		BID # 9			
INVITATION TO BID NO:		51965-208-014			Coast to Coast		Triton Datacom		Warren Averett Tech.		Save Systems, Inc.		CompuGov, Inc.		World Data Products									
DATE ISSUED:		Wednesday, April 22, 2020																						
DATE OPENED:		Tuesday, May 12, 2020			4277 Valley Fair St. Simi Valley, CA 93063		2751 Commerce Cntr Way Pembroke, FL 33023		3815 Interstate Court Montgomery, AL 36109		16715 Hilltop Park Place Chagnin Falls, OH 44023		10 Peppertree Aliso Viejo, CA 92656		1105 Xenium Lane N. Plymouth, MN 55441									
REQUESTING DEPARTMENT:		INFORMATION SYSTEMS																						
PROJECT		Courthouse Renovations			Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?		Minority Owned Business?			
DELIVERY DATE:					Yes		X No		Yes		X No		Yes		X No		Yes		X No		Yes		X No	
ITEM #	DESCRIPTION OF ITEM	Equipment Condition	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT		
1	Cisco Catalyst 3850-48U-E	New	Ea.	3			\$ 5,595.00	\$ 16,785.00	\$ 17,635.00	\$ 52,905.00			\$ -	\$ 14,123.91	\$ 42,371.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
		Refurbished	Ea.	3	\$ 4,339.50	\$ 13,018.50	\$ 3,375.00	\$ 10,125.00			\$ 4,400.00	\$ 13,200.00	\$ 5,326.67	\$ 15,980.01	\$ 8,500.00	\$ 25,500.00			\$ -	\$ -	\$ -	\$ -		
2	Cisco Catalyst 3850 4 x 10GE Module	New	Ea.	3			\$ 4,995.00	\$ 14,985.00	\$ 3,149.00	\$ 9,447.00			\$ -	\$ 926.67	\$ 2,780.01			\$ -	\$ -	\$ -	\$ -			
		Refurbished	Ea.	3	\$ 731.50	\$ 2,194.50	\$ 4,295.00	\$ 12,885.00			\$ 775.00	\$ 2,325.00	\$ 726.67	\$ 2,180.01	\$ 900.00	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3	1M Type 1 Stacking Cable	New	Ea.	4			\$ 125.00	\$ 500.00	\$ 134.00	\$ 536.00			\$ -	\$ 132.00	\$ 528.00			\$ -	\$ -	\$ -	\$ -			
		Refurbished	Ea.	4	\$ 39.13	\$ 156.52	\$ 95.00	\$ 380.00			\$ 95.00	\$ 380.00		\$ -	\$ 30.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4	Catalyst Stack Power Cable 150 CM	New	Ea.	4			\$ 119.00	\$ 476.00	\$ 156.00	\$ 624.00			\$ -	\$ 106.67	\$ 426.68			\$ -	\$ -	\$ -	\$ -			
		Refurbished	Ea.	4	\$ 15.40	\$ 61.60	\$ 75.00	\$ 300.00			\$ 75.00	\$ 300.00	\$ 66.67	\$ 266.68	\$ 30.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5	Cisco Catalyst 3750E-48PD-SF Switch	New	Ea.	11			\$ 1,595.00	\$ 17,545.00					\$ -	\$ 2,646.67	\$ 29,113.37			\$ -	\$ -	\$ -	\$ -			
		Refurbished	Ea.	11	\$ 341.00	\$ 3,751.00	\$ 262.00	\$ 2,882.00			\$ 210.00	\$ 2,310.00	\$ 181.32	\$ 1,994.52	\$ 350.00	\$ 3,850.00			\$ -	\$ -	\$ -	\$ -		
6	Cisco 3750 Stacking Cable 50CM	New	Ea.	11	\$ 11.00	\$ 121.00	\$ 55.00	\$ 605.00					\$ -	\$ 86.67	\$ 953.37			\$ -	\$ -	\$ -	\$ -			
		Refurbished	Ea.	11			\$ 19.00	\$ 209.00			\$ 35.00	\$ 385.00	\$ 40.00	\$ 440.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7	Cisco - SFP (mini GBIC) Transceiver Module - 1000 Base-SX-LC Multi Mode	New	Ea.	10			\$ 99.00	\$ 990.00	\$ 357.00	\$ 3,570.00			\$ -	\$ 8.00	\$ 80.00			\$ -	\$ -	\$ -	\$ -			
		Refurbished	Ea.	10	\$ 33.00	\$ 330.00	\$ 15.00	\$ 150.00			\$ 40.00	\$ 400.00		\$ -	\$ 25.00	\$ 250.00			\$ -	\$ -	\$ -	\$ -		
8	Cisco - SFP (mini-GBIC) Transceiver Module - 1000 Base - LH-LC Single Mode	New	Ea.	10			\$ 139.00	\$ 1,390.00	\$ 708.00	\$ 7,080.00			\$ -	\$ 9.33	\$ 93.30			\$ -	\$ -	\$ -	\$ -			
		Refurbished	Ea.	10	\$ 65.67	\$ 656.70	\$ 45.00	\$ 450.00			\$ 195.00	\$ 1,950.00		\$ -	\$ 95.00	\$ 950.00			\$ -	\$ -	\$ -	\$ -		
9		New																				\$ -		
		Refurbished																				\$ -		
10		New							\$ 199,453.00													\$ -		
		Refurbished																				\$ -		
Total Project Costs by Vendor																		\$0.00		\$0.00		\$0.00		
*Coast to Coast did not bid on all Refurbished Equipment																								
Total Cost of New Equipment						\$23,399.90	\$164,557.00		\$607,865.00		\$0.00		\$224,124.39		\$0.00		\$0.00		\$0.00		\$0.00			
Total Cost of Refurbished Equipment						\$83,956.96	\$95,652.00		\$0.00		\$104,145.00		\$100,424.45		\$139,005.00		\$0.00		\$0.00		\$0.00			

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

AGENDA

AUG - 3 2020

Request Number: 8

DEPARTMENT: Engineering REQUESTED BY: George Speake 7/22/20
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 7/22/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100.561	656,200	(8,000)	648,200
Road Const & Maint Supplies	111-53800.213	32,400	8,000	40,400
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 688,600	\$ 0	\$ 688,600

JUSTIFICATION: To realign budget for Road Construction and Main. Supplies

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419207(Replace of Tiera Timmons)

Pay Grade PCT Pay Range 31,299

Proposed Effective Date August 10, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date July 20, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date July 20, 2020

Employee Benefit Manager

Sherrill Thomas Date 7/20/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/21/2020

County Administrator

AUG - 3 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Cadet
Position Number 550433003(Replace V. Siegfried)
Pay Grade A01 Pay Range 20,635 - 30,830
Proposed Effective Date August 10, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date July 22, 2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date July 22, 2020
Employee Benefit Manager

Sherrill Thomas Date 7/22/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/22/2020
County Administrator

AUG - 3 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Auto Servicer
 Position Number 550587001(Replace John Allen)
 Pay Grade S06 Pay Range 27,921-41,718
 Proposed Effective Date August 24, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date July 22, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date July 22, 2020
 Employee Benefit Manager

Sherrill Thomas Date 7/22/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/29/2020
 County Administrator

AUG - 3 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Support Services
DEPARTMENT HEAD: Lamar Allen
SUPERVISOR: Lamar Allen

POSITION INFORMATION:

Position Title Mail Room and Store Clerk
Position Number 260775003 (Replace James R. Harris)
Pay Grade A03 Pay Range \$25,630 - \$38,294
Proposed Effective Date 08/03/2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Lamar Allen Date 07/07/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 07/07/2020
Employee Benefit Manager

Sherrill Thomas Date 7/7/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/7/2020
County Administrator

AGENDA

AUG - 3 2020

MEMORANDUM

TO: Florence M. Cauthen
County Administrator

FROM: Lamar Allen
General Services Director

DATE: July 15, 2020

RE: Position fill Request

Request approval to fill a vacancy in the mail room due to retirement of employee.
If you have any questions, please contact me.

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

AUG - 3 2020

DEPARTMENT: Youth Detention Facility
DEPARTMENT HEAD: Brandi K. Alexander, Juvenile Detention Director
SUPERVISOR: Patricia Boyd, Assistant Juvenile Detention Director

POSITION INFORMATION:

Position Title Cook
Position Number 900442045
Pay Grade A02 Pay Range \$22,918-\$34,242
Proposed Effective Date August 10, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander Date 7/21/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 7/21/2020
Employee Benefit Manager

Sherrill Thomas Date 7/21/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/21/2020
County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

AUG - 3 2020

DEPARTMENT: Youth Detention Facility
DEPARTMENT HEAD: Brandi K. Alexander, Juvenile Detention Director
SUPERVISOR: Patricia Boyd, Assistant Juvenile Detention Director

POSITION INFORMATION:

Position Title Relief Juvenile Detention Officer
Position Number 910300001
Pay Grade PC1 Pay Range \$32,597 - \$48,705
Proposed Effective Date August 10, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander Date 7/21/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 7/21/2020
Employee Benefit Manager

Sherrill Thomas Date 7/21/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/21/2020
County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

AUG - 3 2020

DEPARTMENT: Youth Detention Facility
DEPARTMENT HEAD: Brandi K. Alexander, Juvenile Detention Officer
SUPERVISOR: Patricia Boyd, Assistant Juvenile Detention Officer

POSITION INFORMATION:

Position Title Relief Juvenile Detention Officer
Position Number 910300004
Pay Grade PC1 Pay Range \$32,597-\$48,705
Proposed Effective Date August 3, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander Date 7/21/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 7/21/2020
Employee Benefit Manager

Sherrill Thomas Date 7/21/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 7/21/2020
County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

AUG - 3 2020

Date: 7/29/2020
To: Montgomery County Commission
From: Ray Williams, Chief Probation Officer
Re: Approval for the following travel:

Destination: 2020 Juvenile Probation Officer Annual Conference, Orange Beach, AL
Departure Date: 9/1/2020 Return Date: 9/4/2020
Conference Leave (Days / Hours): 4 days
Purpose of Travel: 2020 Juvenile Probation Officer Annual Conference, Orange Beach, AL

Traveler (s) Name: 1. Sherunda Anthony 4. _____
2. Jamie Burnett 5. _____
3. Natalie Mason 6. _____

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

Total (est.) Cost: \$2,055.00 Advance Registration Required: \$375.00
Department Name: YF Juvenile Court Fund Name: 001-52601.265

Additional Comments: Jamie Burnett, who is a member of the JPOI Education Committee, will depart for conference 9/1/20.
AOC will pay for her room that night, but not for meals that day. Sherunda Anthony and Natalie Mason will depart 9/2/20.
All travelers will return 9/4/20.

To: Ray Williams, Chief Probation Officer
From: Montgomery County Commission

The above request is app. 8/3/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$2,055.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52601.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$2,638.00</u>
Budget Available:	<u>\$2,362.00</u>
Current Requests:	<u>\$2,055.00</u>
Budget Balance:	<u>\$307.00</u>

Montgomery County Commission

Reviewed by: S. Thomas
Date: 7/29/2020
cc: Finance Director / Buyer

24-1