



AGENDA

County Commission - Formal Session Meeting

10:00 AM - February 16, 2021

Montgomery County Courthouse, Annex III

Page

WELCOME AT 10:00 A.M.

INVOCATION BY COMMISSIONER SANKEY

PLEDGE OF ALLEGIANCE LED BY VICE CHAIRMAN SINGLETON

CALL OF ROLL TO ESTABLISH QUORUM

COMMENTS FROM CITIZENS

PRESENTATION OF THE MINUTES

1. Consider Minutes of the Regular Meeting of February 2, 2021

CONSENT AGENDA

2. Consider Accounts Payable Checks and Payroll Checks 4
[Accounts Payable and Payroll Checks 02-16-2021](#)

NEW BUSINESS

3. Consider Resolution for Resurfacing Wasden Road and Lamar Road, Project No. MCP 51-01-21, Engineering Department 5 - 9
[Agenda Item Memo - 21-031 - Pdf](#)
4. Consider FY2021 Grant Agreement with the Department of Youth Services for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties, Youth Facility Detention 10 - 11
[Agenda Item Memo - 21-027 - Pdf](#)
5. Consider Sale of a Ford Explorer K-9 Unit to the Macon County Sheriff's Department Office at a Price to be Negotiated by Sheriff Cunningham, Sheriff's Office 12 - 13
[Agenda Item Memo - 21-028 - Pdf](#)
6. Consider Amendment to Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for Legal Services, County Commission 14 - 19
[Amendment to Agreement with County Attorneys 2021](#)
[County Attorneys Agreement ending 3-7-21](#)

- | | | |
|-----|--|---------|
| 7. | Consider Amendment Number 3 to Contract with Kellwell Food Management, Inc. for Inmate Food Service, Detention Facility
Agenda Item Memo - 21-029 - Pdf | 20 - 21 |
| 8. | Consider Agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning Funding for Resurfacing Woodley Rd. from Mt. Zion Rd. Northward to the Montgomery City Limits (4.901 miles), and Related Resolution, Project No. STPMN-5120(250), MCP 51-08-20, CPMS Ref. # 100071681, Engineering Department
Agenda Item Memo - 21-030 - Pdf | 22 - 41 |
| 9. | Consider Miscellaneous Appropriations to Agencies, County Commission
2-16-2021 Agencies Appropriations | 42 |
| 10. | Consider Miscellaneous Appropriations to Education, County Commission
2-16-2021 BOE Appropriations | 43 |
| 11. | Consider Miscellaneous Appropriations from Designated Revenue, County Commission
2-16-2021 Designated Revenue Appropriations | 44 |
| 12. | Consider Budget Change Request Number 1, Youth Facility/Detention
BCR-Youth Facility Detention 1 | 45 |
| 13. | Consider Position Fill Requests - Detention Facility
1. Corrections Officer Trainee, Position Number 500419184
PFR-COT-500419184 | 46 |
| 14. | Consider Position Fill Request - District Attorney's Office
1. Legal Support Assistant, Position Number 408020008
PFR-LegSupAsst-408020008 | 47 |
| 15. | Consider Position Fill Request - Engineering Department
1. County Road Equipment Operator II, Position Number 620552014
PFR-CREO II-620552014 | 48 |
| 16. | Consider Position Fill Requests - Probate Judge's Office
1. Customer Service Clerk, Position Number 750016015
2. Customer Service Clerk, Position Number 750016033
3. Customer Service Clerk, Position Number 750016066
4. Probate Court Clerk, Position Number 750062039
Memorandum - Approval of Position Fill Request Rev
PFR-CSC-750016015
PFR-CSC-750016033
PFR-CSC-750016066
PFR-Probate Ct Clk-750062039 | 49 - 53 |
| 17. | Consider Position Fill Request - Purchasing Department | 54 |

1. Buyer I, Position Number 260782001

[PFR-Buyer I](#)

18. Consider Position Fill Requests - Sheriff's Office 55 - 57
 1. Deputy Sheriff Trainee, Position Number 550430070
 2. Deputy Sheriff Part-Time, Position Number 550431198
 3. Public Safety Communications Dispatcher, Position Number 550483002

[PFR-DST-550430070](#)

[PFR-DS-PT-550431198](#)

[PFR-Dispatcher-550483002](#)

19. Consider Travel/Training Requests 58 - 61

[Travel-Engineering 3](#)

[Travel-Sheriff 6](#)

[Travel-Tax & Audit 2](#)

[Travel-Tax & Audit 3](#)

REPORTS FROM STAFF

County Attorney
County Engineer

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

**MONTGOMERY COUNTY COMMISSION
MEETING DATE FEBRUARY 16, 2021**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 1-29-2021	
Check Numbers: 299701 – 299805	Total Checks Paid: \$ 770,490.01

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 2-5-2021	
Check Numbers: 299806 – 299946	Total Checks Paid: \$ 1,197,126.40

EFT's included in amounts

PAYROLL CHECKS DATED 2-12-2021	
Check Numbers: 135782 – 135846	Total: \$ 102,956.59
Direct Deposits	Total: \$ 1,438,596.46
Federal Deposits	Total: \$ 287,481.10
Total Payroll Paid	Total: \$ 1,829,034.15

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



Memo

Re: Resolution for Resurfacing Wasden Road and Lamar Road
Date: County Commission - Formal Session - Feb 16 2021
To: Montgomery County Commission
From: George Speake, County Engineer

BACKGROUND INFORMATION:

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-01-21 as referenced above.

This resolution authorizes resurfacing of Wasden Road from the Lowndes County line northward 4.0 miles to US 80 and also resurfacing Lamar Road from Wasden Road northward 3.0 miles to US 80 (Project No. MCP 51-01-21). This Resolution is required by the Alabama Department of Transportation (ALDOT) in order for this project to proceed forward utilizing federal MPO funds.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

FINANCIAL IMPACT:

Funding for this project will be 80% Federal (MPO) funds and 20% County (gasoline tax) matching funds.

ATTACHED:

[Wasden Lamar Roads Resurfacing Resolution MPO](#)

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-01-21

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Site 1: Widen, Level, Resurface, and Traffic Stripe Wasden Road from the county line north 4.0 miles to US Highway 31.

Site 2: Widen, Level, Resurface, and Traffic Stripe Lamar Road from Wasden Road north 3.0 miles to US Highway 80.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2021.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Doug Singleton, Vice Chairman

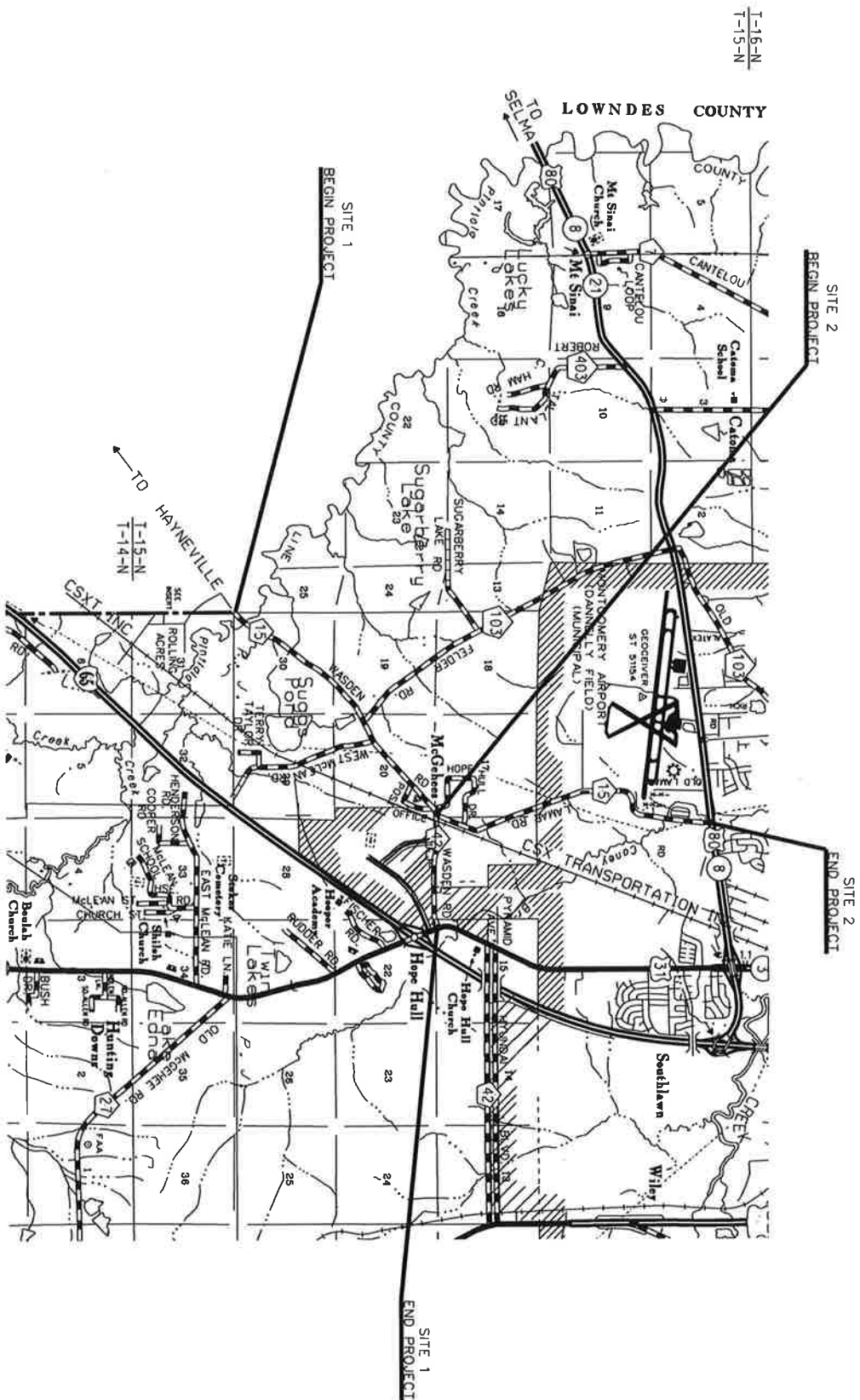
Isaiah Sankey, Member

Daniel Harris, Jr., Member

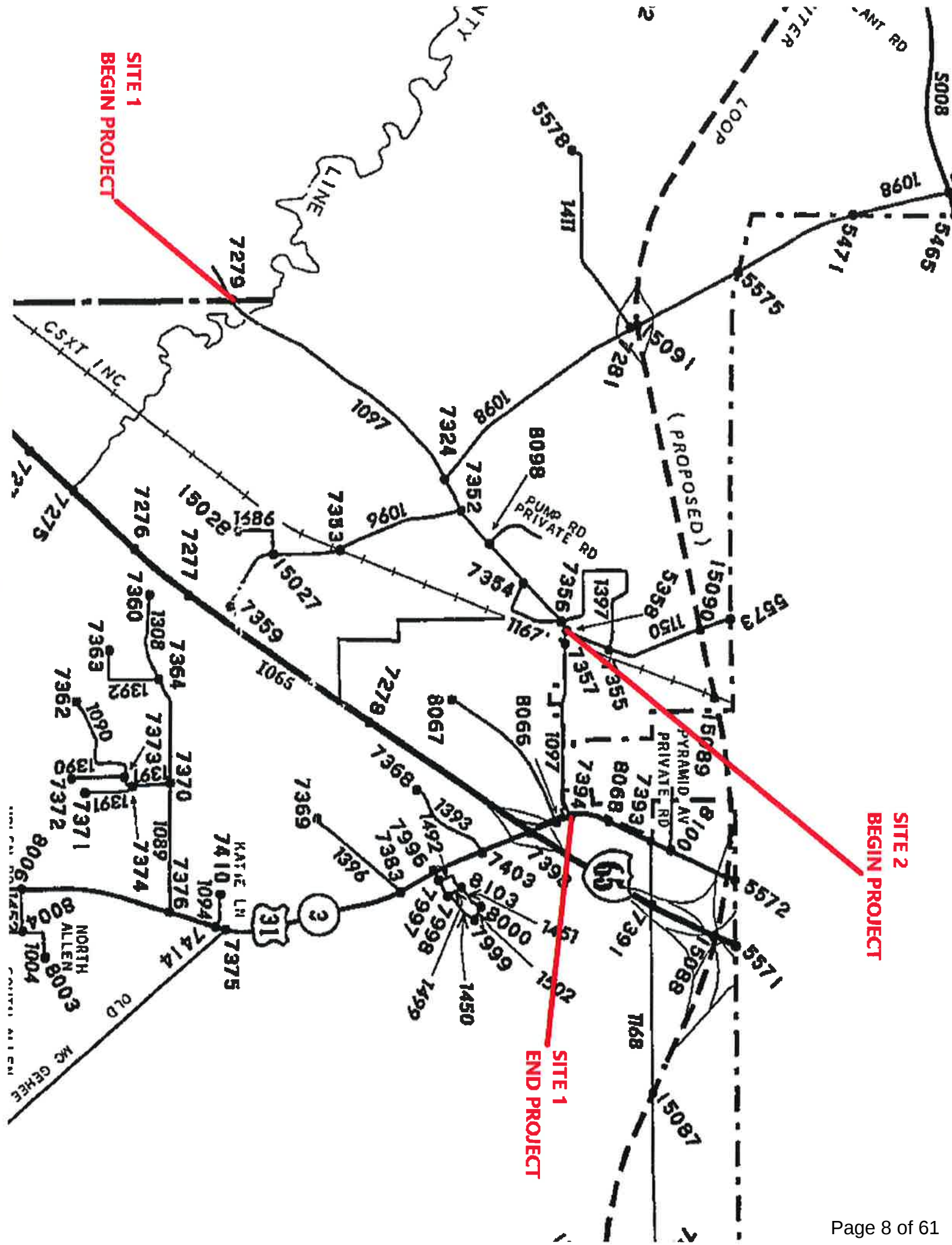
Ronda M. Walker, Member

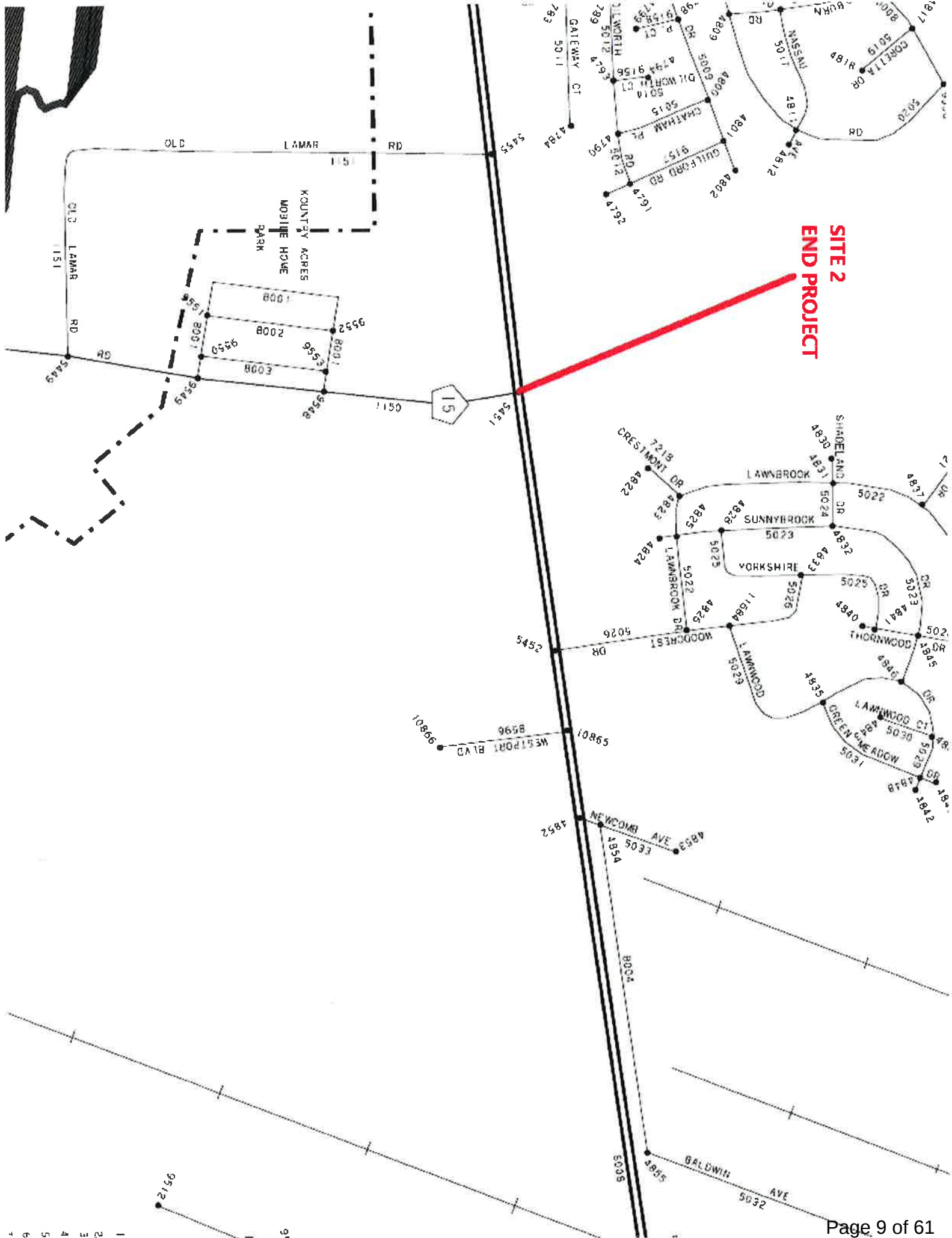
SITE 1: WIDEN, LEVEL, RESURFACE, AND TRAFFIC STRIPE WUSDEN ROAD FROM THE COUNTY LINE NORTH 4.0 MILES TO US HIGHWAY 31.

SITE 2: WIDEN, LEVEL, RESURFACE, AND TRAFFIC STRIPE LAMAR ROAD FROM WUSDEN ROAD NORTH 3.0 MILES TO U.S. 80.



R-16-E
R-17-E





SITE 2
END PROJECT



Memo

Re: Grant/Subsidy Agreement
Date: County Commission - Formal Session - Feb 16 2021
To: Montgomery County Commission
From: Brandi Alexander, Juvenile Detention Director

BACKGROUND INFORMATION:

Please place the following FY 2021 Grant Agreement with the Department of Youth Services for the Local Detention Center Subsidy from Autauga County, Butler County, Chilton County, Elmore County, and Monroe County on the next future agenda meeting date. Please contact me if you have any further questions. Thank you.

ATTACHED:

[FY 2021 DYS Grant Agreement](#)

**ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2020 – 2021**

The Alabama Department of Youth Services hereby awards to **Montgomery County Commission** (hereinafter called Recipient) the total amount of **One hundred ninety-four thousand, four hundred, sixty and no/100 dollars (\$194,460.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Autauga, Butler, Chilton, Elmore, Monroe, Montgomery**. These funds are formula driven by Legislative Act 20-168 as summarized in the table below.

#	#	Part I	Part II			2010 U S Census
Beds	COs	\$14,000 per county			FY21 TOTAL	Combined County Population
52	6	84,000	110,460		194,460	450,895

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2021.

Accepted by: _____ Title _____

Alabama Department of Youth Services

Steven P. Lafreniere
Executive Director

Legal Counsel
Reviewed for legal form.



Memo

Re: Macon County Sheriff's Department Purchase of Vehicle
Date: County Commission - Formal Session - Feb 16 2021
To: Montgomery County Commission
From: Derrick Cunningham, Sheriff

BACKGROUND INFORMATION:

Please review the attached letter from Macon County Sheriff Department requesting the purchase of one of the MCSO vehicles.

ATTACHED:

[Macon County Vehicle Purchase Request](#)



MACON COUNTY SHERIFF DEPARTMENT

246 COUNTY ROAD 10
TUSKEGEE, AL 36083
(334) 724-0669 / FAX (334) 724-0009
DETENTION CENTER (334) 727-2500

ANDRE' BRUNSON
SHERIFF

January 15, 2021

Mr. Donald L. Mims, Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102-1667

Dear Sir:

This letter is serving to purchase one (1) vehicle from the Montgomery County Sheriff's Office that has been deemed decommissioned by Sheriff Derrick Cunningham (below). In an effort to keep up with the demands of daily operations, these vehicles will become part of a fleet that is rebuilding and are needed to serve the citizens of Macon County. As Sheriff of Macon County, I appreciate any and all consideration in this matter.

Vehicles Decommissioned:

1 - Ford Explorer K-9 Unit

If there is any additional information needed concerning this matter please call me at 334-339-0522 (cell).

Sincerely

Andre Brunson

Sheriff Andre' Brunson

STATE OF ALABAMA
MONTGOMERY COUNTY

AMENDMENT

The attached Agreement with Thomas T. Gallion, III, and Tyrone C. Means for professional services ending on March 7, 2021, is hereby extended until September 30, 2021.

All other provisions of the contract remain the same, including payment by Montgomery County of a monthly retainer of \$1,573.13 (annual retainer of \$18,878) to each and submission by each of a quarterly legal report of legal services rendered by each firm.

WHEREFORE the Parties do hereby agree to the above and do hereby affix their signature on the ____ day of February 2021.

WITNESS

Elton N. Deans, Sr.
Chairman of the Montgomery County
Commission

WITNESS

Thomas T. Gallion, III, Attorney

WITNESS

Tyrone C. Means, Attorney

STATE OF ALABAMA
MONTGOMERY COUNTY

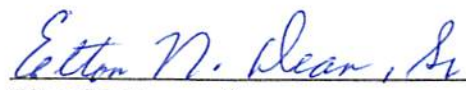
AGREEMENT

COMES NOW Thomas T. Gallion, III, ("Gallion") and Tyrone C. Means ("Means") and enters into the Agreement with The Montgomery County Commission ("MCC").

- (1) This is a professional services agreement by and between Gallion, Means as co-county attorneys and MCC collectively referred to as ("Parties").
- (2) In the past, the Parties have entered into three year contractual agreements.
- (3) The MCC executed a Resolution on the 1st day of June, 2015, amending the terms of the prior agreements and is attached and incorporated herein (Exhibit "A").
- (4) The terms of this professional services agreement are adequately described in Exhibit "A".
- (5) This Agreement shall be for a two year period, beginning on March 7, 2019, and continuing to March 7, 2021.
- (6) The MCC has the option to terminate this Agreement if either Gallion or Means does not satisfactorily provide the above professional services as described above in Exhibit "A".

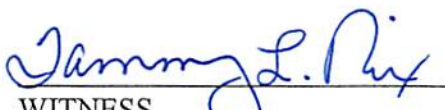
WHEREFORE the Parties do hereby agree to the above stated covenant and do hereby affix their signature on the 7th day of January 2019.


WITNESS


Elton N. Deans, Sr.
Chairman of the Montgomery County
Commission


WITNESS


Thomas T. Gallion, III, Attorney


WITNESS


Tyrone C. Means, Attorney

State of Alabama)
County of Montgomery)

RESOLUTION

Be it hereby resolved by the Montgomery County Commission on the 1st day of June, 2015 the following:

1. The Montgomery County Commission desires to increase the billing rates for its county attorneys Thomas T. Gallion III (and his law firm) and Tyrone C. Means (and his law firm). Further, the County Commission desires to increase his monthly retainer for each of these attorneys. Said monthly billing rates have been the same for seven (7) years without an increase and the monthly retainer has been the same for more than seven (7) years.

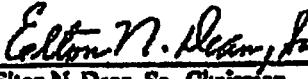
2. Effective June 1, 2015, the billing rate for the principals of the county attorneys and their respective law firms shall be \$200.00 per hour; the hourly rate for associate attorneys shall be \$175.00 per hour and the billing rate for paralegals and law clerks shall be \$85.00 per hour. Further, in consultation with the County Commission and the County Administrator, on a strictly as-needed basis, said county attorneys are permitted to associate outside counsel on a case-by-case or project-by-project basis at an hourly rate not to exceed \$175.00 per hour.

3. The monthly retainer for each of the county attorneys shall be increased by an amount equal to 10 percent of the current monthly retainer beginning on October 1, 2015. Further, on October 1 of each successive fiscal year, said monthly retainer shall increase by the sum of no less than 2.5 percent of the monthly retainer then in place.

4. Said retainer shall cover the following which shall not be subject to hourly billing:

- a. Top priority given to the legal needs of Montgomery County;
- b. Attendance at Montgomery County Commission meetings;
- c. Verbal opinions given by telephone conversations on subject matters that are not covered on a project or case basis;
- d. Any and all delivery of documents to the county and/or third parties that would include mileage or related expenses within Montgomery County;
- e. A report to the Montgomery County Commission Administrator and/or response to the Alabama Department of Examiners of Public Accounts regarding outstanding, pending and settled litigation in connection with Montgomery County will be prepared each 6 months by the respective firms; and
- f. A Quarterly Legal Report of legal services rendered by each firm.




Elton N. Dean, Sr., Chairman


Daniel Harris, Jr., Vice Chairman


Jiles Williams, Jr., Commissioner


Ronda M. Walker, Commissioner


Andrew D. Hall, Commissioner

Billing & Expenses

Prior Approval. Except in exigent circumstances, the below activities and those identified elsewhere herein as requiring County approval are not considered reimbursable without prior written approval from the County Administrator. Failure to obtain advanced written approval from the County Administrator may result in rejection of related billing. When prior approval (PA) is required, please indicate (PA) when billing time or expense for the previously approved activity.

Non-Routine Motion Practice. All non-routine motion work must have prior written approval, and said approval must be indicated on the invoice by inserting a (PA) with each entry that relates to the motion work. Non-routine” is defined as any motion that counsel estimates will take more than 2 hours to research, draft and serve.

Non-Routine Research. All non-routine legal research must have prior written approval, and prior approval must be indicated on the invoice by inserting a (PA) with each entry that relates to the research. “Non-routine” is defined as any research that counsel estimates will take more than 2 hours to complete.

Court Appearances and Other Scheduled Meetings. As emphasized elsewhere, the County will not pay for more than one attorney to attend any meeting, deposition, conference, mediation, hearing or other event unless prior written approval is obtained. All billing items relating to such a situation must include the (PA) designator.

Clerical/Administrative Activities. The County will not pay for administrative or clerical activities, i.e. work that can and should be done by secretaries, receptionists, clerks, runners, word processors, transcribers or other administrative staff.

Multiple Appearances. As stated above, the County will not pay for multiple representation at meetings, depositions and court appearances, except when such representation clearly is designed to achieve improved results or significant efficiencies, and only when approved by the County Administrator, in advance and in writing. When prior written approval (PA) is required, please indicate (PA) when billing time or expenses for the previously approved activity.

Intra-Office Conferences. The County will not pay for intra-office conferences, telephone calls, or other communications among members of the Firm’s team. The only exceptions to this rule are (1) when a partner is directing an associate or paralegal as to the nature or scope of an assigned task or (2) a partner is directing a task requiring a different legal expertise to another partner in house. These exceptions do not apply to mentoring, training, or other periodic “team” meetings or file reviews.

The following principles should guide bill preparation and submission:

- Hourly billing shall be in one-tenth (1/10) hour increments with minimum billing at one-tenth hour. Time billed shall be recorded contemporaneously with the tasks performed. Time billed should not be reconstructed or “reverse engineered” at the end of the day or week. Nor should the County be “value billed” for time not actually spent performing the services rendered.
- No “block billing”. Every legal task must be billed separately (including the time spent on each task). It is unacceptable for all activities to be listed with an aggregate time entry for all activities.
- Research of more than one hour. Time entries with respect to such authorized research must summarize the issue(s) being researched.
- All billable tasks must require legal acumen. Lawyers and paralegals should do lawyer and paralegal work. Billable time should not include time submitted by legal secretaries, case clerk, etc.
- Leverage your experience. The expectation is that counsel will utilize, to the extent possible, existing form, documents, research, etc. in order to more effectively and efficiently render legal services on behalf of the County.
- Filing. The County will not pay for uploading of information to an electronic “workroom” or for filing or reorganizing hardcopies of documents.

In addition, each invoice (which should relate to only one (1) matter) submitted to the County must contain at least the following information:

- 1) the matter name (i.e. the style of a matter in litigation) set forth on the first page of the invoice;
- 2) your taxpayer identification number;
- 3) the current status of the matter (i.e. pending or closed);
- 4) the name, status (partner, associate, paralegal) and billing rate of each professional working on the matter;
- 5) a detailed description of the type of work being performed by each individual and the amount of time expended to complete each task;
- 6) the total current fees for the matter for the period being billed and the cumulative total of billings for the matter being billed;
- 7) an itemized listing of all current disbursements/expenses and their associated costs, including the date the expense was incurred and the cumulative total of disbursements/expenses for the matter being billed; and
- 8) any discount applied to the billed fees.



Memo

Re: Contract Amendment for Inmate Food Service
Date: County Commission - Formal Session - Feb 16 2021
To: Montgomery County Commission
From: Cynthia Hill, Buyer I

BACKGROUND INFORMATION:

I request that the attached Amendment No. 3 to Kellwell Food Management, Inc. for inmate food services, option 1, be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for one (1) year, beginning March 4, 2021 ending on March 3, 2022.

Kellwell Food Management, Inc. would like to increase their prices by 5% in accordance with the terms of the contract. All other provisions shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

ATTACHED:

[AMENDMENT 3 Kellwell Food Management - Inmate Food Services](#)

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract: 52200-19B-010
Inmate Food Services

Amendment No. 3

Contract with Kellwell Food Management, Inc. for inmate food services, with option 1 is hereby extended for one (1) year, beginning March 4, 2021 and ending March 3, 2022.

Prices will increase by 5% in accordance with the terms of the contract.

All other provisions of the contract will remain the same.

WITNESS:

KELLWELL FOOD MANAGEMENT, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Memo

Re: Approval of Agreement for Resurfacing Woodley Rd. from Mt. Zion Rd. to the Montgomery City Limits

Date: County Commission - Formal Session - Feb 16 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

Funding is 80% Federal (MPO) funds (\$1,101,706.40) and 20% County (gasoline tax) funds (\$252,676.60) for a total project cost of \$1,263,383.00.

FINANCIAL IMPACT:

The 20% County matching funds are budgeted in Engineering Department's FY 2021 budget.

RECOMMENDATION:

Recommend approval.

ATTACHED:

[Woodley Road Funding Agreement STPMN-5120\(250\)MCP 51-08-20 100071681](#)

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

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

**Project No. STPMN-5120(250)
County Project No. MCP 51-08-20
CPMS Ref# 100071681**

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-39 (Woodley Road) from CR-39 (Mt. Zion Road) to the Montgomery city limits; Length - 4.901 miles; Project# STPMN-5120(250); MCP 51-08-20; CPMS Ref# 100071681.

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 \$1,010,706.40 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)	\$ 1,010,706.40
County Funds	\$ 252,676.60

TOTAL (Incl CE&I)	\$ 1,263,383.00

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:

Bradley B. Lindsey, P.E.

State Local Transportation Engineer

Edward N. Austin, P. E.

Chief Engineer

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

John R. Cooper, Transportation Director

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

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

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

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

Resurfacing on CR-39 (Woodley Road) from CR-39 (Mt. Zion Road) to the Montgomery city limits; Length - 4.901 miles; Project# STPMN-5120(250); MCP 51-08-20; CPMS Ref# 100071681.

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

1-20

Rev. 10/2017

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 2/16/2021 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			42,500	50,500	6,700	37,900	32,075	169,675
C-2021-49	Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc.	Guide Right Programs	5,000					5,000
	Total Appropriations 2/16/2021		5,000	0	0	0	0	5,000
	APPROPRIATED BUDGET BALANCE		37,500	50,500	6,700	37,900	32,075	164,675
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 2/16/2021 - CODE: 001-59320.494								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			57,526	75,000	63,700	75,000	59,500	330,726
	Total Appropriations 2/16/2021		0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		57,526	75,000	63,700	75,000	59,500	330,726
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 2/16/2021 - CODE: 001-59320.450									
Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			505,537	149,900	144,300	185,291	171,610	147,400	1,304,038
DR-C-2021-19	Lifetime Resolutions II, Inc.	Holistic Center for Women	50,000						50,000
	Total Appropriations 2/16/2021		50,000	0	0	0	0	0	50,000
	APPROPRIATED BUDGET BALANCE		455,537	149,900	144,300	185,291	171,610	147,400	1,254,038
	County Administrator	Date							

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

Type of Hire

() New

() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date

Finance Director

Date

ADMINISTRATIVE APPROVAL:

County Administrator

Date

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

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DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

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DEPARTMENT APPROVAL:

Department Head

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date

Finance Director

Date

ADMINISTRATIVE APPROVAL:

County Administrator

Date



J C LOVE, III
PROBATE JUDGE
MONTGOMERY COUNTY

M E M O R A N D U M

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

FROM: Octavius M. Jackson, Chief Clerk

RE: Approval of Position Fill Requests

DATE: February 10, 2021

This is a Position Fill Request for the following positions with the Probate Judge's Office:

- Customer Service Clerk, Position Number 750016015
- Customer Service Clerk, Position Number 750016033
- Customer Service Clerk, Position Number 750016066
- Probate Court Clerk, Position Number 750062039

These positions are currently vacant, budgeted, and are critical to the operations of the Probate Court. Judge Love is requesting that these position fill requests be placed on the next Montgomery County Commission meeting agenda.

The Customer Service Clerk vacancies occurred due to resignations, where former employees accepted positions with the State of Alabama. The Probate Court Clerk vacancy was created when the former Probate Court Clerk was promoted to Probate Court Clerk Supervisor. These openings are critical to our continued ability to meet public demand for services.

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

Type of Hire

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Type of Appointment

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DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

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DEPARTMENT APPROVAL:

Department Head

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date

Finance Director

Date

ADMINISTRATIVE APPROVAL:

County Administrator

Date

POSITION FILL REQUEST- BUDGETED VACANCY

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Department Head

Date _____

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Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

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ADMINISTRATIVE APPROVAL:

County Administrator

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POSITION FILL REQUEST- BUDGETED VACANCY

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Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

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Department Head

Date _____

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Date _____

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ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

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Date _____

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DEPARTMENT APPROVAL:

Department Head

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date

Finance Director

Date

ADMINISTRATIVE APPROVAL:

County Administrator

Date

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department Head: _____

Destination: _____

Departure Date: _____ Return Date: _____

Purpose of Travel: _____

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

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

Total (est.) Cost: _____ Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____ Return Date: _____

Purpose of Travel: _____

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

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

Total (est.) Cost: _____ Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director Date _____

Commission Approval: _____

County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

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Finance Director

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Montgomery County Commission
Travel / Training Request Approval

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Budget Available:	_____
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Budget Balance:	_____

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____