

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

AUGUST 19, 2013

AGENDA
INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Mayor Todd Strange and Executive Assistant to the Mayor Anita Archie
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair and Community Development Director Sara Byard with
Central Alabama Regional Planning and Development Commission
Montgomery Public Safety Director Chris Murphy and EMA Director Calvin Brown
Juvenile Court Administrator Bruce Howell
Chief Deputy District Attorney Daryl Bailey and Administrative Assistant Rhonda Cape
Chief Probate Clerk William Flowers and Director of Elections Daniel Baxter

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of August 5, 2013

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Regarding Award of Request for Proposal Concerning Engineering Services for Utility Improvements for DAS North America, Inc., CDBG Project No. CY-ED-PF-13-004, and Related Agreement with Goodwyn, Mills & Cawood, Inc., Subject to Review by the County Attorney, County Commission
2. Consider Resolution and Related Administrative Agreement with Central Alabama Regional Planning and Development Commission Regarding Utility Improvements for DAS North America, Inc., CDBG Project No. CY-ED-PF-13-004, Subject to Review by the County Attorney, County Commission
3. Consider Memorandum Lease Agreement with Alabama Power Company regarding Parking Spaces at the corner of Washington Avenue and South McDonough Street, County Commission
4. Consider Revised Public Benefit Agreement with AT&T Alabama regarding Use of the County's Public Rights of Way to provide an IP Network Upgrade, County Commission
5. Consider Amendment Number 3, Contract Number 51901-11C-021, with Climate Service, Inc., Regarding Mechanical Upgrade in Annex III Building, County Commission
6. Consider Sponsorship Agreement with AUM for their Business Breakfast Series 2013-2014 in the amount of \$1,000, County Commission
7. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
8. Consider Purchase Order to Verizon Wireless for Equipment and Services for Montgomery County, Information Systems
9. Consider Bid Award for Pest Control Service, Bid No. 51100-13B-024, County Commission
10. Consider Review of Job Descriptions and Titles by the Montgomery City/County Personnel Department for the County Information Systems Department, Information Systems
11. Consider Position Fill Requests for Two Corrections Officer Trainee/Corrections Officer, Position Numbers 025 and 038, Detention Facility

12. Consider Reallocation of two Clerk II Positions, Position Numbers 240 and 242 to a Payroll Clerk, Position Number 001, Detention Facility
13. Consider Position Fill Requests for Two Part-time Cook's, Position Numbers 910442006 and 910442008, Youth Facility
14. Consider Travel/Training Requests (16)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Revenue Commissioner Janet Buskey
Executive Director Greg Clark and Grant Writer Leslie York with Central Alabama
Regional Planning and Development Commission
Risk Manager Scott Kramer
Managing Partner Sybil Kornman with Community Advocate, LLC
Finance Director Sherrill Thomas

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

AUGUST 19, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

SEPTEMBER 2, 2013

County Holiday (Labor Day)

SEPTEMBER 3, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

SEPTEMBER 16, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

OCTOBER 7, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

OCTOBER 14, 2013

County Holiday (Columbus Day)

OCTOBER 21, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 2 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Groundskeeper – Support Services Department
Fill action continues for 1 Painter II – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Case Manager II – District Attorney's Child Support Unit
Fill action continues for 1 Deputy D. A. Level 1 – District Attorney's Child Support Unit
Fill action continues for 18 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 3 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 4 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Clerk Typist II – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility
Fill action continues for 5 Juvenile Detention Officer's (Part Time) – Youth Facility

August 19, 2013

Agenda

AUG 19 2013

08-19-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-09-13

Check Number	To	Check Number
237055		237121
Total Checks Paid		\$205,741.54

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

08-19-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 08-09-13

Check Number	To	Check Number
237122		237223
Total Checks Paid		\$316,141.99

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

08/19/13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

Agenda

AUG 19 2013

CHECKS ARE DATED
08/09/13

Payroll Check Number	117072	To	Payroll Check Number	117207	\$ 86,658.69
Direct Deposits					\$ 771,832.82
Payroll Check Number	117208	To	Payroll Check Number	117235	\$ 239,240.65
Direct Deposits					\$ 316,150.14
Federal Deposits					\$ 316,265.58
Total Payroll Paid					\$ 1,730,147.88

CHECK #

117071

PAYEE

Albert Junior Smith

AMOUNT

\$418.87

DATE

07/26/13

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

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

Agenda

AUG 19 2013

MEMO TO: Montgomery County Commissioners

FROM: Sara Byard
 Community Development Director

DATE: August 14, 2013

RE: CDBG Project No. CY-ED-PF-13-004
 Utility Improvements for DAS North America, Inc.
 Selection of GMC as the Project Engineer

You will recall that I briefed you at your last meeting on 8/5/13 about the need to select an engineering firm and enter into a contract with the firm relative to the above referenced grant award. Based upon evaluation of the proposals received by the review committee, Goodwyn, Mills and Cawood, Inc. was the highest rated firm.

Attached is a resolution to select Goodwyn, Mills and Cawood, Inc. to be considered at your next meeting on August 19, and the proposed contract with GMC for Professional Engineering Services.

Please let me know if you have any questions and thank you for your assistance.

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission directly contacted known qualified firms in order to obtain proposals for the provision of professional engineering services for the newly funded Community Development Block Grant (CDBG) Project No. CY-ED-PF-13-004 for Utility Improvements for DAS North America, Inc. as funded by the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, based on the County's rating of all proposals received, using the County's rating system, Goodwyn, Mills and Cawood, Inc. has been deemed most qualified for the services called for and the proposed contract price is considered appropriate and reasonable; and

WHEREAS, it has been determined that it is in the best interest of the Montgomery County Commission to enter into a contract with Goodwyn, Mills and Cawood, LLC.

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

SECTION 1. That, based on ADECA procurement policy, the acceptance of the proposal of Goodwyn, Mills and Cawood, Inc. for the provision of professional services for FY 2013 CDBG Project No. CY-ED-PF-13-004, which will construct utility improvements for DAS North America, Inc., has been determined to be in the best interest of the Montgomery County Commission, and that the proposed fee has been accepted as reasonable based on the complexity of the project.

SECTION 2. That the Montgomery County Commission enter into an agreement with Goodwyn, Mills and Cawood, Inc. for the provision of said professional engineering services.

SECTION 3. That this action is based on current interpretation of CDBG procurement policy which is acknowledged by this resolution and CDBG policy.

SECTION 4. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute said agreement on behalf of the Montgomery County Commission.

ADOPTED AND APPROVED by the Commission this 19th day of August, 2013.

Montgomery County Commission, Alabama

ATTEST:

Elton N. Dean, Sr., Chairman

Donald L. Mims, County Administrator

**AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO.**

THIS AGREEMENT, made and entered into this **19th** day of **August, 2013**, by and between **Montgomery County Commission, Montgomery, AL**, hereinafter referred to as the OWNER, and **GOODWYN, MILLS & CAWOOD, INC.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for construction of **Water and Sewer Extensions, Montgomery Industrial Park associated with CDBG Project number CY-ED-PF-13-004**, hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Preliminary Design Phase

- 1.1 The ENGINEER will consult with the OWNER to determine the OWNER's requirements for the project.
- 1.2 The ENGINEER will conduct preliminary studies and investigations of the proposed work, prepare preliminary cost estimates, and make recommendations as to the general type and quantities of work that appear to be required.
- 1.3 Furnish the preliminary design documents to the OWNER.

Final Design Phase

- 1.4 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.5 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.6 Preparation of the following regulatory permit applications will be considered as part of Basic Services compensation: ADEM Water Supply Permit; ALDOT Right-of-Way Permit; FAA Permit; County Engineering Right-of-Way Permit; Railroad Company Right-of-Way Permit. ENGINEER will assist OWNER in applying for such permits and approvals as may be required. Once the permits are submitted to the regulatory agency, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring shall be considered as Additional Services as stated in Article 2.
- 1.7 Preparation of and application of all other permitting, including environmental permitting as defined in Article 2, County Health Department Permitting, ADEM Stormwater permitting, and other permitting shall be considered Additional Services.
- 1.8 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER



cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.

- 1.9 Establishing base lines for locating the work with a suitable number of bench marks located adjacent to the work as shown in the project plans.
- 1.10 Reproduction of reports, drawings, specifications, bidding documents and similar project related items as needed.
- 1.11 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.12 Prepare and furnish to the OWNER three copies of a map that shows the general location of any needed construction and permanent easements and any land to be acquired. Property surveys, plats and descriptions, abstracting and negotiations for land or rights shall be accomplished by the OWNER, unless the OWNER requests the ENGINEER to provide these services, for which the ENGINEER shall be compensated as an additional service.
- 1.13 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.14 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.15 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.16 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.17 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.18 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.19 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.



Construction Phase

- 1.20 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.
- 1.21 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment.
- 1.22 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.
- 1.23 The ENGINEER will interpret the plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.
- 1.24 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including site visits at intervals appropriate to the various stages of construction as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.25 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.
- 1.26 The ENGINEER will review and approve estimates for progress and final payments. Such recommendations of payments will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s), but by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- 1.27 The ENGINEER will make a final review of the completed improvements to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.28 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for



final payment to Contractor(s). If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.

- 1.29 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.
- 1.30 Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
- 1.31 Coordination of submission to the Grantee the following items at the final inspection: all final pay requests, the ENGINEER's statement that the project has been completed in accordance with the plans and specifications, the contractor's "proof of publication" of the advertisement of completion and request for claims, and any permit releases such as those from a road or highway department permitting the work.
- 1.32 If requested by OWNER verbally or in writing, assist the OWNER in performing a review of project during the warranty period after the date of substantial completion in order to identify any readily apparent items to be included under the Contractor's one (1) year warranty.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.
- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction if required.
- 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.



- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective,



neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.
- 3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.



Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER a total fee of **\$ 28,600.00** for the Preliminary Design Phase, the Final Design Phase, the Bidding Phase and the Construction Phase which shall be paid as outlined in paragraphs 4.2, 4.3 and 4.4 below:
- 4.2 For the Design Phase, a fee of **\$17,160.00**, or sixty (60) percent of total engineering costs, shall be paid in monthly installments as work progresses.
- 4.3 For the Construction Phase, a fee of **\$8,580.00** or thirty (30) percent of total project engineering costs will be paid on a proportionate basis during project construction.
- 4.4 A final payment of **\$2,860.00**, or ten (10) percent of total project engineering costs, will be retained until the final inspection has been made and as-built plans have been submitted to the OWNER. The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.5 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A cash allowance may be established in the Construction Contract at the discretion of the OWNER
- 4.6 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER **\$ 5,000.00**. and the fee will be included as a cash allowance in the construction contract.
- 4.7 For easement / property acquisition (including right of way) and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a lump sum fee to be negotiated once the full extent of the scope of work is known.
- 4.8 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a lump sum fee of **\$N/A**.
- 4.9 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.10 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.11 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.12 If the period of service for construction observation or for engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and engineering services during the extended Period



of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.

- 4.13 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule.
- 4.14 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.15 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorneys fees, resulting from or based upon ENGINEER's actions as OWNER's representative.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.



- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or



the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Dispute Resolution

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

ARTICLE 10. Miscellaneous

- 10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.4 This Agreement is to be governed by the laws of the State of Alabama.



- 10.5 The ENGINEER also agrees to the terms and conditions set forth in Part II – TERMS AND CONDITIONS hereto attached to this agreement outlining Federal Guidelines Applicable to Contracts.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

Montgomery County Commission, Alabama

By: Elton N. Dean, Sr.

Title: Chairman

Attest:

Donald L. Mims, County Administrator

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: Derril L. Strickland, PE

Title: Regional Vice President

Attest:

Name

Title



PART II -- TERMS AND CONDITIONS

Federal Guidelines Applicable to Contracts

1. Audits and Inspections/Access to Records/Record Retention

At any time during normal business hours and as often as the OWNER may deem necessary, the ENGINEER shall make available to the OWNER for examination of all its records with respect to matters covered by this Contract and will permit the OWNER to make audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The ENGINEER shall retain all books, documents, papers and records which are directly pertinent to this Contract for a period of three (3) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the OWNER.

2. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the ground 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.

3. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. Interest of Members of the Local Government and Other Local Public Officials

No officer, member or employee of the OWNER and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or in connection with the planning or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The ENGINEER shall take appropriate steps to assure compliance.

5. Interest of the ENGINEER

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The ENGINEER further covenants that in the performance of this Contract, no person having any such interest shall be employed.

6. Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

7. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers
(Applicable to Contracts \$2,500 or greater)

- A. The ENGINEER will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The ENGINEER agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the ENGINEER'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the ENGINEER'S obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

8. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

9. Non-Segregation

The ENGINEER certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

10. Equal Employment Opportunity/Executive Order 11246 Compliance (Applicable to Contracts of \$10,000 or greater)

During the performance of this Contract, the ENGINEER agrees as follows:

- A. The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- B. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such actions

shall include, but not be limited to, the following: employment, upgrading, demotions or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay of other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices which will be provided by the OWNER setting forth the provisions of this non-discrimination clause.

- C. The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - D. The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - E. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.
 - F. The ENGINEER agrees to comply with such rules, regulations, or guidelines as the OWNER may issue to implement these requirements, as attached hereto.
 - G. In the event of the ENGINEER'S noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the ENGINEER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
11. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and under). Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the ENGINEER agrees as follows:

- A. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be 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.
 - B. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The ENGINEER shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The ENGINEER shall incorporate the foregoing requirements into all subcontracts.
12. "Section 402" Veterans of the Vietnam Era: Affirmative Action for Disabled Veterans and Veterans

of the Vietnam Era (Applicable to Contracts of \$10,000 and over)

- A. The ENGINEER will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The ENGINEER agrees that all suitable employment openings of the ENGINEER which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the ENGINEER other than the one wherein the Contract is being performed but excluding those of the ENGINEER independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The ENGINEER further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs D and E.

- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligation which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing therein is intended to relieve the ENGINEER from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- D. The reports required by paragraph B. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the ENGINEER has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring local (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The ENGINEER shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location, copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- E. Whenever the ENGINEER becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the ENGINEER is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The ENGINEER may advise the State system when it is no longer bound by the contract clause.

- F. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- G. The provisions of paragraphs B, C, D and E of this clause do not apply to openings which the ENGINEER proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- H. As used in this clause:
1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the ENGINEER proposed to fill from within this own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 2. "Appropriate officer of the State employment service system" means the local office of the Federal, State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 3. "Openings which the ENGINEER proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the ENGINEER'S organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the ENGINEER proposes to fill from regularly established "recall" lists.
 4. "Openings which the ENGINEER proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the ENGINEER proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the ENGINEER and representatives of his employees.
- I. The ENGINEER agrees to comply with the rules, regulations and relevant orders of Secretary of Labor issued pursuant to the Act.
- J. In the event of the ENGINEER'S non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders for the Secretary of Labor issued pursuant to the Act.
- K. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by their Director, provided by or through the contracting officer. Such notice shall state the ENGINEER'S obligation under the law to

take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

- L. The ENGINEER will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the ENGINEER is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- M. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Community and Economic Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project Area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The ENGINEER will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The ENGINEER shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The ENGINEER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the

Project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

14. Section 3 Plan Format (Applicable to Contracts of \$10,000 and greater)

The ENGINEER agrees to implement the following specific affirmative action steps directed at increasing the utilization of low-income residents and businesses within the OWNER.

- A. To ascertain from the locality's U&CF program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the OWNER the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program if formal agreements are in existence.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

The officers and representatives of the ENGINEER, upon execution of this Agreement, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

15. Non-Influence Assurances

The ENGINEER certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee or any 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 or 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 agency, a Member of Congress, 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 contract, grant, loan, or cooperative agreement, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The ENGINEER shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

16. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

- A. By signing this contract, grant, or other 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.

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Goodwyn, Mills & Cawood, Inc.

**Rate Schedule
June 2013 - June 2014**

Principal Architect/Engineer \$230.00 per hour

Steve Cawood, PE David Reed, PE, PLS George Goodwyn, PE
Bill Wallace, AIA Jeffrey Brewer, AIA Galen Thackston, PE, LEED GA

Senior Architect/Engineer/Planner \$180.00 per hour

Freddie Lynn, Jr., AIA James Bagley, AIA Euel Screws, PE Bob Carter, PE, PLS Bruce Bodner, PE
Tracy Bassett, AIA Mike Keeshen, AIA Burns Whittaker, PE John Averrett, PE, LEED Mike Hamrick
Chris Engel, AIA, LEED Cathy Gerachis, ASLA Mark Tiller, AIA Burt Hankins, PE, PLS David Parker, PE
Buddy Koonce, PE Jimmy Highers Jim Fibbe, PE Mark Coyle, AIA Kevin Laird, PE
Kevin Wales, PE, LEED GA Larry Watts, FAICP Gary Owen, AIA, LEED GA Steve Alby, AIA, LEED Al Allenback
Derril Strickland, PE Paul Fridl, AIA Robert Gray, AIA Paul Anderson, AIA Sara Butler, AIA
Jennifer Landry, NCIDQ, LEED GA

Architect/Engineer I/Interior Design I/Project Manager I/Hydrogeologist \$160.00 per hour

Chuck Faulkner, PE Carla Young, AIA Jof Mehaffey, PWS Jeff Fennell, PE Rick Clay, PLS
Chris Eckroate, PE, LEED Keith Strickland, PE Jim Walker, AIA, LEED GA Josh Pierce, PE Bobby McClure
Jonathan Larson, AIA, LEED Findley Frazer, PE Natalie Hobbs, PE Lee Walters, PWS Heath Reed, PE, PLS
Edward Niel, PLS James Robinson, PG Rebecca Baird, ASID Jeffrey Slaton, AIA, LEED Melanie Lang
Cedric Campbell, PE Jeffrey Miller, AIA, LEED Eric Lane, PE Greg Edrington, PE Jymalyn Redmond
D. Leonard Robinson, AIA Bryant Griffin, PE Michael McNeill, PE Jane Ross, ASLA Jeremy Sasser, PE
Max Vaughn, PE Gerald Clark, ASLA Jim Sheppard III, AIA Ellen Johnson, IIDA, LEED GA
Michelle Morton, NCIDQ Jason Gillespie, PE Lawrence Wilson, PE Jacqui Hart, NCIDQ, AIA, LEED
Bill Lester, AIA Ben Whittenburg, AIA Shane Crittenden, PE, LEED, GA

Architect/Engineer II/Interior Design II/Project Manager II/Land Surveyor/Ecologist \$140.00/hour

Andy Perry, PE Cole Williams, PE, LEED GA Trent Catron, NCIDQ Russ Roberts, PE Chris Beasley
Wheeler Crook, PE Kirk Clayton, PLS Lamar Davis, CSI Richard Painter, AIA Susan McGallagher
Van Marcus Peavy, PLS Michael Mann, AIA Jill Puncocar Hall, IIDA Amy Bell, AIA, LEED GA Sheppard Dearing
John Bricken, ASLA, LEED GA

**Intern I/Architect/Engineer/Interior Design/Geologist/ Biologist/ Resource Analyst/Ecologist
\$120.00 per hour**

Alecia Brightwell, PE Stuart Blackwell, PWS Rob Carlton, PWS D.J. Strickland, PE Hieu Vo
Rusty Blackwell, PLS Michael Allen, LEED GA DeAnn Grantham, PE Ryan Pearce, PE Kyonta Smith
Gary Brown, CPESC, LEED Adam Ingram, PE, PLS Matthew King Bryan Price, PE Scott Lockwood
Catarina Echols, LEED Jamie Bailey, PE, LEED GA Jason Crunk, ASLA, LEED GA William McLemore, PE, LEED GA
Deborah West, EI Danny Kelley, AIA Ralph Norman Jennie Agerton Daniel Tansey
Anthony Sorace, PE

Intern II/Architect/Engineer/Biologist/Resource Analyst \$100.00 per hour

Melissa Mehaffey Justin Barrett, EIT Stephen Karas, PE Denise King, EI Chris Murphy
Justin Edwards Dale Brasher David Carter Andrew Fuller Tony Reid
Mary Catherine Price, EI Andrew Heideman Katie Owens Susie Fagg Nick Gant
Jordan Russell Matt Weatherington Grant Dozier, LEED GA Brandon Bias, AICP, LEED GA Cody Reed
Carson Nichols Michelle Hunter Elizabeth Stallings, EI Tanner Backman Sloan Potter
Joseph Herman David Henderson Deborah West Matt Sahawneh James Sloan
Brett Harrelson, EI Hillary Morgan Lori McClure

CADD Technical I \$95.00 per hour

Chris Thrash Margie Lambert Frank Noble Keith Dykes Scott Henderson
Jeff Smith Nathan McFarland David Spivey

CADD Technical II/Draftsman II/Planner II \$80.00 per hour

Charlie Harris Kevin Jett Jason Price Kevin Downing John Sumerlin
Kurt Hankins Brent Tucker Sarah Ray Wes Spires Steven Gibbs
Dianne Massey Jim Perry Mark Hornhorst Nicholas Woods Larry Stavish
Jason Atkins Frank Wang Donald Jackson

CADD Technical III \$70.00 per hour

T.C. Parks Adam Hooks Matt Pate Jeffrey Franklin Donald Jackson

Construction Administration/ROW Acquisition \$115.00 per hour

David Langford Charles Duke Art Williams Harry Ward Judy Jones
Steve Pendley Jeremy Lewis Jay Turner Terry Staggs Jeff Little
Mark Butcher Alicia Pettis Bo Boykin Brian Doss Ken Price
Dale Robertson Mike Brown Bill Stutts Tylon Smith Robert Gentry
Russell Stokes Mary Weaver Donnie Earnest Stuart Yeager Mark Smith
Michael Thomasson Terrance Duke Christopher Bell Alex Staton Bobby Spencer
Dale Brewster Michael McNeely Ted Arrington Don Rector David Waters
Leonard Hope John Turner Jeff Bell Michael Camp Matt Walker
Jamie Faust Michael Maynor Dwayne Dauphin Ty Hare Jason McCord
Robert Nestor Brent Maddox Jason Pierce Jared Andrews

Administrative \$70.00 per hour

Pat Bruce Jana Bence, CDT Beth Bianchi Carrie Day Renee Fowler
Andrea Hodges Pat Richardson Tammy Huff Linda Geistman, LEED GA Patricia Gerech
LuAnn Bowser Lanita Evans Sue Jones Lindley Salmon Kathy Fields
Patsy Stinson Angela Kelley Lauren Vinson Dawn Thomas Rebecca Allen
Dustie Dewyer

Surveying

Party Chief \$90.00 per hour
Two-Man Survey Party w/GPS \$135.00 per hour
Three-Man Survey Party w/GPS \$150.00 per hour

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

Agenda

AUG 19 2013

MEMO TO: Montgomery County Commissioners

FROM: Sara Byard
 Community Development Director

DATE: August 14, 2013

RE: CDBG Project No. CY-ED-PF-13-004
 Utility Improvements for DAS North America, Inc.

You will recall that I briefed you at your last meeting on 8/5/13 about the need to enter into an administrative contract with CARPDC relative to the above referenced grant award. CARPDC's responsibilities regarding grant administration include ensuring compliance with federal, state and local laws relative to spending these federal funds in all aspects of bidding, contracting and documenting job creation that is required with this grant award. Such administrative agreements have been entered into multiple times in the past, and we appreciate the opportunity to serve you in this way.

Attached is a resolution to hire CARPDC to be considered at your next meeting on August 19, and the proposed contract with CARPDC for Professional Grant Administration Services.

Please let me know if you have any questions and thank you for your assistance.

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission intends to directly contract with the Central Alabama Regional Planning and Development Commission (CARPDC) to provide administration services for the newly funded Community Development Block Grant (CDBG) Project No. CY-ED-PF-13-004 for Utility Improvements for DAS North America, Inc., as funded by the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, based on CARPDC's governmental status and that CARPDC has not been debarred and has no exclusions registered on the System for Award Management (www.SAM.gov), the County may directly contract with CARPDC; and

WHEREAS, it has been determined that it is in the best interest of the Montgomery County Commission to enter into a contract with CARPDC.

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

SECTION 1. That, the acceptance of the contract for the provision of professional administration services for FY 2013 CDBG ED Project No. CY-ED-PF-13-004, which will provide utility extensions to DAS North America, Inc., has been determined to be in the best interest of the Montgomery County Commission, and that the proposed fee has been accepted as reasonable based on the complexity of the project.

SECTION 2. That the Montgomery County Commission enter into an agreement with CARPDC for the provision of said professional administration services.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute said agreement on behalf of the Montgomery County Commission.

PASSED, ADOPTED AND APPROVED this 19th day of August, 2013.

ATTEST:

Elton N. Dean, Sr.
Chairman

Donald Mims
County Administrator

STATE OF ALABAMA

MONTGOMERY, ALABAMA

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT is entered into as of this 19th day of August, 2013, between the **Montgomery County Commission**, hereinafter called the "County" or "Local Government" and the **Central Alabama Regional Planning and Development Commission**, hereinafter called "CARPDC" or "Contractor", a non-profit, public agency operating under the laws of the State of Alabama, with its offices located at 430 South Court Street, Montgomery, Alabama 36104.

WHEREAS, the County desires to engage CARPDC to render administration services hereinafter described in connection with a project funded, in part, by the Alabama Department of Economic and Community Affairs (ADECA) entitled Utility Improvements for DAS North America, Inc., **CDBG Project No. CY-ED-PF-13-004**, hereafter referred to as the CDBG Project.

NOW, THEREFORE, the County and CARPDC mutually agree as follows:

EMPLOYMENT OF CARPDC

The County agrees to engage CARPDC, and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in connection with the County's CDBG Project.

SCOPE OF SERVICES

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project administration services hereinafter described. CARPDC further agrees that the project administration services performed under this Agreement shall satisfy the requirements of the ADECA.

CARPDC shall:

1. Establish and maintain project files to properly document all project activities and to satisfy the requirements of the ADECA.
2. Coordinate and prepare, within the expertise of CARPDC, those documents necessary to satisfy environmental requirements imposed on the County, and as required to comply with project modifications. CARPDC will not be responsible for full environmental impact statements or mitigation measures.

3. Coordinate the efforts of the County, consultants, construction contractors, and other appropriate individuals to assist with the timely completion of said CDBG Project.
4. Document and provide assurance that CARPDC is in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Said documentation will include a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between CARPDC and Homeland Security.
5. Assist in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. This compliance will include the following:
 - A. review of all contracts and subcontracts for inclusion of compliance language;
 - B. verify that the original "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491)" is maintained in the CDBG program files for review at monitoring; and
 - C. establish and maintain files for all vendors, contractors, and subcontractors that will contain a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between the named party and Homeland Security.
6. Prepare, for the County's approval, all administrative reports, which are required by the ADECA and other agencies in connection with this CDBG Project (e.g. quarterly status reports, financial reports, etc.) except audits, engineering reports and other reports which require specialized knowledge in fields other than planning and grant administration.
7. Monitor the CDBG Project for compliance with labor, equal opportunity, and nondiscrimination provisions, which may include reviewing contractor/ subcontractor payrolls, construction signs and taking photographs to document signage.
8. Advise the County of federal requirements for property acquisition and relocation, if applicable, and assist with implementation where necessary.
9. Monitor the progress of the CDBG Project and report to the County on a quarterly or as needed basis.
10. Inform the County of the need for official action in connection with the ADECA grant and applicable deadlines in sufficient time for the County to respond. CARPDC will not be responsible for any loss of any nature if the

- County fails to comply with deadlines so reported to the County.
11. Track project expenditures (from all sources of funds) and review and indicate, prior to payment, that all disbursements from grant funds are eligible costs. Advise the County as to the proper procedures for drawing on its letter of credit.
 12. Attend all CDBG Project related meetings as necessary to include the bid opening and preconstruction conference.

The County shall:

1. Designate an individual to serve as CARPDC's point of contact and to coordinate and report all County decisions pertaining to the CDBG Project to CARPDC.
2. Ask ADECA to appoint CARPDC as their official contact person on the CDBG Project.
3. Provide working and file space for CARPDC as necessary to administer and monitor the CDBG Project.
4. Open and maintain a separate bank account(s) into which all funds pertaining to the grant, whether from ADECA or other funding sources will be deposited and from which all checks in payment of activities performed under the grant will be written. If a separate account is not opened, the County will appropriately code all project related transactions within the County's accounting program/system.
5. Maintain all accounting books and records that are required under the grant and provide for an audit of books as directed by the ADECA.
6. Provide all necessary legal services and opinions.
7. Adhere to all applicable federal requests and Executive Orders with respect to equal rights, equal employment opportunity, and nondiscrimination with respect to race, creed, color, origin, ethnic background, or disability.
8. Provide for all necessary engineering services on the CDBG Project.
9. Provide information, files, and data that are necessary for CARPDC to administer this CDBG Project in a timely manner.

CHANGES

Either party may request changes to all or part of this Agreement. Such

changes, including any increase or decrease in the amount of compensation, must be mutually agreed upon by both parties and approved by the ADECA, if required. Such changes shall be incorporated in written amendments to this Agreement.

TIME OF PERFORMANCE

The services required shall commence upon execution of this Agreement and will be continuous until all aspects of the County's ADECA project have been completed and closed out.

CONFLICT OF INTEREST

CARPDC covenants that it does not have an interest nor shall acquire interest, either direct or indirect, in the project area, any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services required by this agreement. CARPDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

No member of the governing body of the locality and any other officer, employee, or agent of the locality who exercises any functions or responsibilities in connection with the planning and implementation of the CDBG Project shall have any personal financial interest, either direct or indirect, in this Agreement; and the CARPDC shall take appropriate steps to assure compliance.

PERSONNEL

CARPDC has, or will secure at its own expense, the personnel required to perform the services described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Project managers assigned by CARPDC to direct the program will have at least one (1) year practical experience in administering federal grants.

All of the services required under this agreement will be performed by the CARPDC or under CARPDC's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the County. Any work or services subcontracted under this Agreement shall be specified by written Agreement and shall be subject to each provision of this Agreement.

FINANCIAL

1. Total Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the services rendered. The County agrees to pay CARPDC an amount not to exceed \$26,500.00.

2. Method of Payment

Reimbursement shall be made from the County's local funds upon presentation of written statements certifying that such amounts are due and payable. If applicable, the County will be reimbursed by the CDBG Project when drawdowns are made.

3. Inspections and Audits

At any time during normal business hours and as often as the County, the ADECA, the Secretary of the Department of Housing and Urban Development, and/or the Comptroller General of the United States or any of their duly authorized representatives, may deem necessary, there shall be made available for examination all of the records with respect to all matters covered by this Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CARPDC shall provide one (1) copy of audit reports covering the CDBG Project period to the County for inclusion in the project files. The County agrees to provide any required audit of their transactions at their own expense.

CARPDC agrees to retain and allow access to such records for a period of three (3) years following completion of the CDBG Project.

4. Assignability

CARPDC shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County. However, claims for money due, or to become due, to CARPDC from the County under this Agreement may be assigned to a financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

TERMINATION OF AGREEMENT

1. Termination for Convenience

This Agreement may be terminated for the convenience of the County or CARPDC by submitting written notice to the other party sixty (60) days in advance of

the date which the County or CARPDC desires the Agreement to be terminated. Upon such termination CARPDC shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the work performed bears to the total work called for under this Agreement, but not more than \$26,500.00.

2. Termination of Contract for Cause/Breach of Contract

If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the County, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CARPDC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by CARPDC, and the County may withhold any payments to CARPDC for the purpose of set-off until such time as the exact amount of damages due the County from CARPDC is determined.

TERMS AND CONDITIONS

Part II – Terms and Conditions is hereby made a part of this Agreement and CARPDC and the County agrees to comply with all terms and conditions thereof.

IN WITNESS WHEREOF, the County and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald Mims
County Administrator

Sara Byard
Community Development Director

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause / Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contractor determines that the Local Government has not provided contractual support as necessary for completion of services required herein, then the Contractor may also be able to terminate the contract with five (5) days written notice to the Local Government. Upon termination by the Contractor, compensation will be negotiated and payment made for work performed.

In such event (upon payment as outlined in the "Financial" section of this agreement and subject to this clause), all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Local Government, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Government for damages sustained by the Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Government from the Contractor is determined.

2. Termination for Convenience

The Local Government or Contractor may terminate this agreement at any time by submitting a ten (10) day notice in writing to the other party. If the agreement is terminated by either party as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the Contractor, the "Termination of Agreement" section and relative to this clause shall apply. In such event, all finished or unfinished documents and other materials as described herein (upon payment as outlined in the "Financial" section and subject to this clause), shall, at the option of the Local Government, become its property.

If the agreement is terminated by the Local Government as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Contractor shall also be reimbursed (in addition to the above payment) for that portion of the

actual out-of-pocket expenses (not otherwise reimbursed under this agreement) incurred by the Contractor during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of the Contractor, sections related to "Termination of Contract for Cause/Breach of Contract" relative to termination shall apply.

3. Indemnification

To the fullest extent permitted by law, the Local Government shall defend, indemnify, and hold harmless Contractor, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of the Local Government, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Local Government, its agents, employees, consultants, council members and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of Contractor, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

4. Reports and Information

The Contractor, at such times and in such forms as the Local Government may require, shall furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

6. Copyright

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. Compliance With Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold the Local Government harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

8. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Government to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the Local Government or any authorized representative, and will be retained for five (5) years after the expiration of this Contract unless permission to destroy them is granted by the Local Government.

9. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, 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.

10. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11. Conflict of Interest Clauses

Interest of Members of a Local Government – No member of the governing body of the Local Government and no other officer, employee, or agent of the Local Government who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials – No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Consultant and Employees – The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Lobbying Activities and Disclosure – The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, 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 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 agency, a Member of Congress, 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 contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - C. The Contractor in the award documents for all subawards (as allowed for herein) at all tiers (including shall require that the language of this certification be included subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
12. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers:

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any

position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

13. Age Discrimination Act of 1975 (for Contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or

recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Section 3 Plan Format (for Contracts \$10,000 and Above)

CARPDC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses with the Montgomery County Commission.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Local Government the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- * D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- * E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda,

* Loans, grants, contracts and subsidies for less than \$10,000.00 will be exempt.

etc., which document that all of the above affirmative action steps have been taken.

- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
 - J. To list all project workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
16. Executive Order 11246, Section 202 Equal Opportunity Clause (Contracts Above \$10,000)

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Government setting forth the provisions of this non-discrimination clause.
- B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Local Government's

Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the Contractor's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Government's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Contractor may request the United States to enter such litigation to protect the interests of the United States.
17. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and Under)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Contractor shall incorporate foregoing requirements in all subcontracts.

18. Section 402, Vietnam Veterans Act of 1974 (Contracts of \$10,000 or more)

The contractor agrees to provide affirmative action for disabled veterans and veterans of the Vietnam Era, as set forth in Section 402 of the Vietnam Veteran's Act of 1974 (as amended).

19. Non-Segregation of Facilities

The contractor certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

20. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

By signing this contract, grant, or other 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.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

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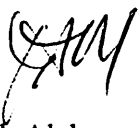
Agenda

AUG 19 2013

August 7, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Lease Agreement with Alabama Power

The lease for 81 parking spaces at the corner of Washington Avenue and South McDonough Street is scheduled for renewal effective September 1, 2013. We have negotiated a 14% increase over the current Lease Agreement for the next three years with an automatic extension of an additional three years with a 3% increase each year it is extended. This rental rate commensurate with current rates in the downtown area. .

After the Working Session on August 5, 2013, I was further advised to place this Lease Agreement with Alabama Power on the August 19, 2013 agenda for approval.

If you have any questions, please contact me.

JAM/tm

STATE OF ALABAMA)
MONTGOMERY COUNTY)

MEMORANDUM LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that;

WHEREAS, the **Montgomery County Commission** (the "**Lessor**") is the owner of that certain parcel of real estate situated at the corner of Washington Avenue and South McDonough Street, Montgomery, Alabama consisting of sixty-one (61) parking spaces and an additional twenty (20) parking spaces numbered 1 through 20, for a total of eighty-one (81) parking spaces which Landlord desires to lease to **Alabama Power Company** (the "**Lessee**"); and

WHEREAS, Lessee desires to lease from Lessor the eighty-one (81) parking spaces (the "Leased Premises").

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Lessor and Lessee, Lessor hereby demises and leases to Lessee, and Lessee does hereby take, accept and hire from Lessor the Leased Premises for the term, at the rental and subject to and upon the terms, conditions and agreements hereinafter set forth. Lessor and Lessee may be referred to in this Memorandum Lease Agreement (the "**Lease**") individually as a "**Party**" and collectively as the "**Parties**".

1. This Lease shall be for an initial term of three (3) years (the "Initial Term") commencing on September 1, 2013 and expiring on August 31, 2016.

2. So long as the Tenant shall not be in default under this Lease, the Initial Term of this Lease shall automatically extend for a period of three (3) years (the "Extension Term") commencing on September 1, 2016 and expiring on August 31, 2019, unless either Party provides the other Party with written notice of its intention to terminate this Lease at least one hundred eighty (180) days prior to the end of the Initial Term (i.e., on or before March 4, 2016). The Extension Term shall begin upon the expiration of the Initial Term. The terms and conditions of this Lease shall apply during such Extension Term.

3. During the Initial Term of this Lease, the rental rate for the eighty-one (81) parking spaces shall be \$37.88 per space per month for a total of \$3,068.28 per month. The rental rate for each year of the Extension Term of this Lease shall be as follows:

09/01/16-08/31/17	\$39.02 per space per month	\$3,160.62 total per month
09/01/17-08-31-18	\$40.19 per space per month	\$3,255.39 total per month
09/01/18-08/31/19	\$41.39 per space per month	\$3,352.59 total per month

All rent shall be due and payable on or before the first day of each month and shall be made payable to the **Montgomery County Commission** and mailed to Lessor at **P. O. Box 1667, Montgomery, Alabama 36102-1667**.

4. Lessee agrees to keep the premises clear of trash and debris, etc.
5. Lessee agrees to be responsible for damage to the property, less normal wear and tear, and striping of the lot.
6. Lessee shall have the responsibility of furnishing the lighting for the eighty-one (81) space parking lot located at the Leased Premises.
7. Lessee shall not construct any improvements on the property without the consent of Lessor.
8. Lessor covenants that Lessee shall have quiet and peaceable possession of the property throughout the Lease period so long as Lessee pays the rental and is not otherwise in material breach of any provision of this Lease.
9. Lessee hereby agrees to hold the Lessor, and all of its employees or agents harmless from any and all liability, claims, or causes of action that might arise from the use of the Leased Premises, and further agrees to be responsible for liability insurance for the Leased Premises; provided, however Lessor understands and agrees that Lessee may self-insure for any such liability.
10. Either Party may terminate this Lease with respect to parking spaces numbered 1 through 20 at any time upon at least forty-five (45) days prior written notice to the other Party. The Parties also agree that if the Leased Premises are needed by Lessor for the construction of

buildings or a parking deck, or any other use in the public interest, the Parties shall relocate the needed parking spaces herein leased to Lessee to a different location mutually agreed upon by the Parties herein.

11. All notices required or permitted under this Lease shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand or (ii) on the fifth (5th) day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or (iii) on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other Party at the address indicated below, or to any other address as the Parties may designate by notice delivered pursuant to this provision.

If to Lessor:

Montgomery County Commission
Chairman
101 South Lawrence Street
Montgomery, Alabama 36104
Telephone: 334-832-1210
Fax: 334-832-2533

If to Lessee:

Alabama Power Company
Manager, Properties Services
GS-Property Services 8N-0286
600 North 18th Street
Birmingham, Alabama 35203
Telephone: 205-257-3921
Fax: 205-257-3134

12. The terms and agreements as contained in this Lease shall apply to, run in favor of and shall be binding upon and inure to the benefit of the Parties hereto, and also their respective assigns and successors in interest.

13. This Lease shall be governed by the laws of the State of Alabama. It is further agreed that any and all disputes arising out of this Lease or any matter related to the Leased Premises shall first be mediated by the Parties, with a mediator mutually agreed to by the Parties in a good faith attempt to resolve said dispute. The Parties further agree that the venue for any

and all litigation that may result thereafter shall be filed in the Circuit Court of Montgomery County, Alabama.

14. It is understood that there are no oral agreements or representations between the Parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements or representations and understandings, if any, between the Parties hereto with respect to the subject matter thereof. There are no other representations or warranties between the Parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document. This Lease constitutes the full and complete agreement between the Parties hereto with respect to the subject matter hereof and said Parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the Parties hereto shall be effective unless in writing, signed by an authorized representative of each Party, and by reference incorporated into this Lease.

DATED this the _____ day of _____, 2013.

**MONTGOMERY COUNTY COMMISSION
(Lessor)**

Witness

By: _____

Name: _____
(typed or printed)

Title: Chairman

**ALABAMA POWER COMPANY
(Lessee)**

Witness

By: _____

Name: James A. Prestwood

Title: Manager, Properties Services



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

TTG

MEMORANDUM

July 31, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Alabama Power Company
Memorandum Lease Agreement

I have reviewed your July 31, 2013 memorandum and the Memorandum Lease Agreement by and between the Montgomery County Commission and Alabama Power Company. This lease agreement is for a total of 81 parking spaces on the County's parking lot at the corner of Washington Avenue and South McDonough Street in Montgomery. This is a three year lease that begins on September 1, 2013 and expires on August 31, 2016. The terms of the lease also provides for an automatic extension of three years and addresses a rent increase for each year the lease is extended.

I find that the Memorandum Lease Agreement is in order and is legal and binding upon all the parties. I do not have any changes.

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

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ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
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www.mc-ala.org

Agenda

AUG 19 2013

August 6, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Revised Public Benefit Agreement with AT&T Alabama

During the August 5, 2013 County Commission meeting, the Commission agreed to place a revised Public Benefit Agreement with AT&T Alabama regarding the use of the County's public rights of way to provide an IP Network upgrade on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

PUBLIC BENEFIT AGREEMENT

THIS AGREEMENT ("Agreement") dated _____, 2013 ("Effective Date") is made by and between BellSouth Telecommunications, LLC, d/b/a AT&T Alabama ("AT&T Alabama" or the "Company"), a Georgia corporation, and Montgomery County, Alabama, ("County") and applies to subscribers within the unincorporated areas of the County. AT&T Alabama and County shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, as a telephone corporation, AT&T Alabama asserts that it has a statewide franchise under Alabama Code Section 23-1-85 (1975) and its predecessors and by operation of law to construct, operate and maintain its telecommunications facilities in the public rights of way ("ROW") throughout the state of Alabama without having to obtain a local franchise or pay franchise fees. This assertion by AT&T Alabama is supported by the opinion of the Alabama Attorney General Opinion 2008-021 issued to Representative Greg Canfield; and

WHEREAS, AT&T Alabama is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which AT&T Alabama asserts is a switched, two-way, point-to-point and interactive service ("IP-enabled Video Service"). The IP Network upgrade will involve the use of the County's ROW.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, County and AT&T Alabama agree as follows.

1. Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2023. The term may be extended upon mutual agreement of the Parties.

A. The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either County or AT&T Alabama, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

B. In addition to the termination rights set forth in section 1(A) above, AT&T Alabama shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the County, if (a) AT&T Alabama concludes in its reasonable business judgment that IP Video Service in the County is no longer technically, economically or financially consistent with AT&T Alabama's business objectives; (b) Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Alabama; or (c) it becomes clear that AT&T Alabama must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to County. During the term of this Agreement, AT&T Alabama shall pay to County a fee equal to 3% of the Gross Revenues from subscription fees collected from each subscriber to AT&T Alabama's IP Video Services product delivered over the IP Network in the County's ROW to subscribers in the unincorporated areas of the County, including any Gross Revenues from video services included in a bundle of services. The fee ("IP Video Services Provider Fee") will be identified and passed through on any subscriber bill by AT&T Alabama, and all such fees collected will be forwarded to County quarterly and shall be due 45 days after the end of each quarter. Any fees paid to the County pursuant to this Agreement shall be in lieu of any franchise, business, privilege, or similar fees or taxes.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The County shall have the right to audit any such payment for a period of three (3) years, and no acceptance of any payment shall be deemed final until the period for audit shall have expired. The County may not employ an auditor whose compensation is dependent in any manner upon the outcome of any such audit.

A. For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Alabama IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

B. For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, less expenses of collection, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Alabama;
- (c) late payment fees;
- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment or
- (g) charges, other than those described in subsection 2(A), that are aggregated or bundled with amounts billed to IP Video Services subscribers, including but not limited to any revenues received by AT&T Alabama or its affiliates for telecommunications services, information services, or the provision of directory or Internet advertising (including yellow pages, white pages, banner advertisement, and electronic publishing).

C. (1) "Gross Revenues" which are subject to the IP Video Service Provider Fee paid by AT&T Alabama additionally include a pro rata portion of all revenue collected by AT&T Alabama pursuant to compensation arrangements for advertising (less any commissions AT&T Alabama receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Alabama's IP Video service within the County.

(2) Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the County divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services AT&T Alabama will make PEG capability available with AT&T Alabama's IP Video Service network, at such time as AT&T Alabama achieves 10% market share of the pay TV subscriber market within County or within 180 days of AT&T Alabama's launch of IP Video Services and subject to reasonable economic and technical feasibility considerations. AT&T Alabama will provide two (2) programming streams or the

number of programming streams provided by the incumbent cable company with the most subscribers in the County on the effective date of this Agreement.

Any operation of any PEG access channel by County shall be the responsibility of County, and AT&T Alabama's only obligation, if any, is the responsibility for the transmission of such channel. The County will be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by AT&T Alabama in the future, if any, are provided or submitted to AT&T Alabama, at the AT&T Alabama's designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Alabama, without requirement for additional alteration or change in the format or content by AT&T Alabama, over the network of the AT&T Alabama, and which is compatible with the technology or protocol utilized by AT&T Alabama to deliver IP Video Services.

If technically and economically feasible, AT&T Alabama will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.

4. Emergency Message. AT&T Alabama shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Alabama's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Customer Service Standards. AT&T Alabama shall comply with the customer service requirements set forth in 47 C.F.R. Section 76.309(c) as may be amended from time to time.

6. Obligations of County. During the term of this Agreement, County will not subject, nor attempt to subject, the provision of AT&T Alabama's IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinance. In addition:

- (a) County agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Alabama's existing telecommunications infrastructure.
- (b) County agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.
- (c) County agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Rights of Way. The County shall maintain reasonable police powers over installation of facilities in the public rights of way. AT&T Alabama shall maintain its facilities in a condition which shall not pose unreasonable danger to the safety of the traveling public. Nothing in this Agreement shall in any way reduce or expand the County's authority over the public ROW.

8. Insurance. AT&T Alabama agrees to either obtain a policy of public liability insurance in an amount not less than \$1,000,000 with the County named as an additional insured under such policy or provide the County with proof of self insurance in an amount not less than \$1,000,000.

9. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days.

10. Indemnification. AT&T Alabama agrees to indemnify, defend, and hold harmless County, its past, present and future officers, agents and employees, from an against any liability for damages and/or for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Alabama's negligent or willful misconduct in the construction, operation, or maintenance of its IP Network, provided that the County shall give AT&T Alabama written notice of its obligation to indemnify City within thirty (30) days of receipt of a claim or action pursuant to this subsection or up to ninety (90) days if AT&T Alabama is not prejudiced by the delay between thirty (30) and ninety (90) days. Likewise, the County shall hold harmless and indemnify AT&T Alabama for any and all acts that are committed by the County directly and/or indirectly in its constructing and/or maintaining any and all County roads under its supervision.

11. 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 between the Montgomery County Commission and AT&T not resolved by mediation shall be decided either in the Circuit Court of Montgomery County, Alabama or in the United States District Court for the Middle District of Alabama, Northern Division, and governed by the laws of the State of Alabama

12. Non-discrimination. AT&T Alabama shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which the group resides.

13. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to County:

Honorable Elton Dean, Chairman
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102

If to AT&T Alabama:

AT&T Alabama
General Counsel – Alabama
Suite 28A2
600 19th Street N
Birmingham, AL 35203

14. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. Assignment. AT&T Alabama may not assign or transfer this Agreement or any interest therein without the prior consent of County except to any affiliate of AT&T Alabama. Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of AT&T in this Agreement or the system in order to secure indebtedness

16. Entire Agreement. This Agreement constitutes the entire agreement between County and AT&T Alabama with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between County and AT&T Alabama regarding the subject matter hereof.

17. Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with AT&T Alabama in the conduct of AT&T Alabama's business or activities as a public utility, nor does this Agreement constitute the City's endorsement of AT&T Alabama's activities as such.

18. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

19. Miscellaneous.

A. AT&T Alabama and County each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

B. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

C. AT&T Alabama and County shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

D. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

20. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

21. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

22. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by a force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this ____ day of _____, 2013.

(Signature page follows)

By: _____
Name: Fred McCallum, Jr.
Title: President – AT&T Alabama

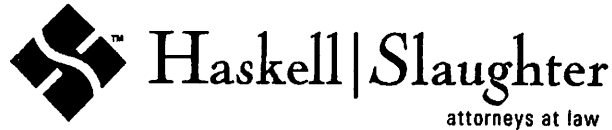
Sworn to and subscribed before me this _____ day of _____, 2013.

My Commission Expires: _____

By: _____
Name: Elton Dean
Title: Commission Chairman

Sworn to and subscribed before me this _____ day of _____, 2013.

My Commission Expires: _____



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
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f. 334.264.7945 • t. 334.265.8573
www.hsy.com

T-16.

MEMORANDUM
July 31, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: BellSouth Telecommunications, LLC dba AT&T Alabama
Public Benefit Agreement

After many discussions with you and Attorney Francis Semmes, I believe the Public Benefit Agreement is finally in order and contains all the standard language that is customary for all of Montgomery County's agreements.

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

50051-317
4826963_1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
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FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

AUG 19 2013

August 9, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Amendment #3 to Mechanical Upgrade in Annex III Building

Pat Silas, Purchasing Manager, has submitted a memo with attachment requesting Amendment #3 Contract No. 51901-11C-021 with Climate Service, a Div of Bradley Plumbing, who has a maintenance agreement on all heating ventilations with the Montgomery County Commission. This item was discussed during the Working Session on August 5, 2013 requesting the amount of \$41,493.00 and I was advised to place on the next agenda for approval.

This has been reviewed with no objections by Gallion, County Attorney. I recommend approval of this request.

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

JAM/tm

MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102

AMENDMENT
TO
CONTRACT NO. 51901-11C-021

Amendment No. 3

Date: August 19, 2013

Amendment No. 3 to Contract No. 51901-11C-021, Full Preventive Maintenance on all Heating, Ventilation, Air Conditioning and Controls for the Montgomery County Commission Phelps and Price Judicial Center, Courthouse Annex I, Courthouse Annex II, Courthouse Annex III, and Old Detention Facility, is hereby changed as follows:

-By adding a Mechanical Up-Grade, OA Unit, to include all parts, labor, and installation in office at Annex III, for the amount of \$41,493.00. (copy of quote attached)
One (1) year warranty on Parts and Labor; Five (5) year warranty on compressor.

-All other provisions, specifications, and pricing of the contract will remain the same.

Witness:

Climate Service, Inc.

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____

MEMORANDUM

TO: John A. Mitchell, Sr., Deputy Administrator

FROM: Pat Silas, Purchasing Manager 

DATE: August 7, 2013

SUBJECT: Mechanical Upgrade in the
Annex III Building

At present there is a need for a mechanical upgrade in the Annex III Building. Climate Services, the Preventive Maintenance contractor, has quoted a price of \$41,493.00 to complete this upgrade.

At the time of the renovation of Annex III, all mechanical installation was done by Bradley Plumbing. Climate Service, A Div of Bradley Plumbing, maintained the systems until the warranty expired.

At that time a Preventive Maintenance bid was advertised for buildings Annex I, II, III, Courthouse and the Old Detention Facility. The low bid, Climate Service, was awarded the contract.

When the contract expired after three (3) years, a bid was advertised in 2011, with four (4) vendors responding. Climate Services was the low bidder and awarded the contract for one (1) year with the option to renew for two (2) years, in one year periods. The contract has been extended for an additional one (1) year period and will expire on August 14, 2014.

The specifications on the ITB, Amendment No. 2 to the ITB, stated that, "Montgomery County Commission shall have the right to add or delete other equipment and locations during the contract period. Prices will be negotiated at that time." (copy attached)

I feel that since the preventive maintenance bid that was advertised states the above regarding adding/deleting other equipment, that we could negotiate with the contract vendor, Climate Services and add an amendment to the contract for the needed mechanical up-grade without being in violation of the Public Works Law.

Attachment

Project Estimate	MCC-ANNEX3	OA-UNIT	
Labor	Hourly Rate	Hours	Price
Management			\$ -
Estimator			\$ -
Administrative			\$ -
Mechanic A			\$ 2,740.00
Mechanic B			\$ -
Helper			\$ -
Other			\$ -
Subtotal - Labor			\$ 2,740.00
Material	Qty	Per Unit Price	Price
OA Unit	1	21900	\$21,900.00
Line item			
Line item			\$ -
Additional items			\$ -
Subtotal - Material			\$21,900.00
Other Items			
Controls	1	1744	\$ 1,744.00
Ductwork	1	1440	\$ 1,440.00
Roof Work	1	2040	\$ 2,040.00
Insulation	1	2740	\$ 2,740.00
Crane Truck	1	1590	\$ 1,590.00
Electrical Power Wiring	1	2590	\$ 2,590.00
SIOH*			\$ 835.00
Tax			\$ -
Subtotal Other Items			\$12,979.00
Markup			\$ 3,874.00
Total Price Labor, Material, Other, and Markup			\$41,493.00

* SIOH costs refer to the supervision and inspection of subcontractors and any additional certification costs for the project works.

MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

AMENDMENT
TO
INVITATION TO BID NO. 51901-11C-021

Amendment No. 2

Date: July 28, 2011

Amendment No. 2 to Invitation to Bid No. 51901-11C-021, Maintenance Services on the Heating/AC System at the Montgomery County Courthouse, Courthouse Annex I, Courthouse Annex II, Courthouse Annex III and Old Detention Facility, is changed as follows:

1. Part II – Bidders shall list their sub-contractor for the Water Treatment Program but should add this cost into their bid.
2. Page 7, G. 1 - Water Treatment Program should be done on a monthly schedule in lieu of quarterly.
3. Page 11 – Item #1 – 5% over the amount of \$10,000.00 is changed to read 5% over the amount of \$50,000.00.
4. Montgomery County Commission shall have the right to add or delete other equipment and locations during the contract period. Prices will be negotiated at that time.
5. In addition to the requested prices on Part II of the Bid Form, bidder shall also furnish Monthly Cost, Quarterly Cost and Yearly Cost.
6. The following information is to be added to Alternate B: 4 Air-Handlers – Made by Trane; Model #CCDB41KEND; Primary Coil#100J6B2G100E0B4B; Basic Unit #VSSL01LLBP.

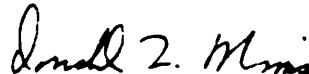
All other specifications and special provisions shall remain the same.

Please sign and date below and attach to the front of your bid form when submitting to the Purchasing Office in order to acknowledge receipt of this amendment.

Name

Company

Date


Donald L. Mims, Administrator/Purchasing Agent



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

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MEMORANDUM

August 13, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Public Works Law
Annex III Building Mechanical Upgrade
Preventive Maintenance Bid awarded to Climate Services

I have reviewed your August 13, 2013 memorandum. I also reviewed the August 7, 2013 memorandum from Pat Silas to John Mitchell. I also reviewed the Public Works law. It is my understanding that there is a need for a mechanical upgrade in the Annex III Building. The current contract for preventive maintenance expires on August 14, 2014. This contract is with Climate Services.

I agree with Pat Silas. Montgomery County does have to right to add or delete other equipment and locations during the contract period and that prices will be negotiated at that time.

It is my legal opinion that since the preventive maintenance bid that was advertised states the above regarding adding/deleting other equipment, Montgomery County could negotiate with the contract vendor, Climate Services, and add an amendment to the contract for the needed mechanical upgrade without being in violation of the Public Works Law.

50051-317
4835165_1



Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832-1270

Agenda

AUG 19 2013

MEMORANDUM

July 18, 2013

TO: County Commission

FROM: DiDi Henry 
Public Affairs Director

SUBJECT: AUM Business Breakfast Series 2013-2014

AUM's Division of Continuing Education has asked for the Commission's continued support and sponsorship of their bi-monthly professional business breakfasts, the *AUM Business Breakfast Series*. The yearly sponsorship fee is \$1,000, and has not seen an increased in the past three years. For our sponsorship, the Commission is provided eight (8) tickets per breakfast, is listed as a sponsor on all printed advertising materials and is recognized as a corporate/ community sponsor at each breakfast.

I am asking that this item be placed on the next meeting agenda.



July 5, 2013

Dear Corporate Sponsor:

Auburn Montgomery's Division of Continuing Education would like to invite you to be a Corporate Sponsor of the AUM Montgomery Business Breakfast Series. We appreciate your support and look forward to partnering with you on the 2013 -2014 AUM Breakfast Series.

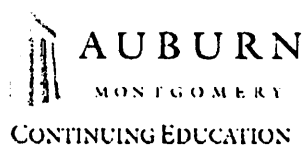
The AUM Business Breakfast offers the opportunity for business and academic leaders together to hear national, state and local speakers like Dr. Kevin Elko. This program gives you and your colleagues a chance to network with various leaders in the River Region and to discuss cutting edge topics that affect our community, as well as to enhance our business operations.

Some of the benefits of corporate sponsorship are having exclusive sponsorship rights at three Montgomery Business Breakfast and Joint Breakfast events, be a featured sponsor at one Business Breakfast and have the opportunity to distribute marketing materials about your business. You will also receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers.

Again, we appreciate your support of the AUM Montgomery Business Breakfast. Enclosed is a Sponsorship Agreement for your review. Upon review and approval, please sign the attached agreement and submit it to Laura Chambliss by fax at (334) 244-3865. If you have any questions, please feel free to contact me at (334) 244-3660 or email lchambliss@aum.edu.

Sincerely,

Laura Chambliss
Program Manager
Auburn Montgomery
Division of Continuing Education



Sponsorship Agreement
Montgomery County Commission – Montgomery

**AUM Business Breakfast Corporate Sponsorship
2013-2014**

Auburn Montgomery's Division of Continuing Education thanks you for your support of the AUM Business Breakfast Series. The AUM Business Breakfast is an opportunity to bring business and academic leaders together to hear national, state and local speakers on cutting edge topics that affect our community, as well as enhance our business operations. This program gives you and your colleagues a chance to network with movers and shakers in the River Region, as well as an opportunity to gain new business clients.

As a Corporate Sponsor, your business will:

- Have exclusive sponsorship rights at all AUM Business Breakfast events (MGM)
- Have a representative of your business seated at the head table at each Business Breakfast
- Be a featured Sponsor at one of the Business Breakfast series
- Have your logo appear on all marketing pieces of the Business Breakfast Series
- Have your name appear on all centerpieces of the tables at each breakfast
- Receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers
- Be able to distribute materials about your business
- Includes three breakfasts in Montgomery and one joint Business Breakfast event series
- Be able to purchase a reserved table in Prattville for \$250

Cost: \$1000

If you have any questions, please contact Laura Chambliss at 334-244-3660. Upon your approval, please sign below and fax to Attn: Laura Chambliss at 334-244-3865 or email lchambliss@aum.edu

Montgomery County Commission Representative

Date

AUM Continuing Education Representative

Date

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
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DONALD L. MIMS, CPA, MPA
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Agenda

AUG 19 2013

August 19, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

NC-2013-112: City of Montgomery, to be used by BONDS to Support the Belle Meade Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$300; (Ingram)

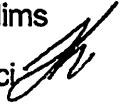
NC-2013-113: City of Montgomery, to be used by BONDS to Support Freeport Estates Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$200; (Ingram)

C-2013-122: Family Sunshine Center for Family Services Program - \$1,000; (Polizos)

DLM/tll

AUG 19 2013

Memo

To: Donnie Mims
From: Lou Ialacci 
CC: John Mitchell, Pat Silas
Date: August 5, 2013
Re: Verizon Annual Funding Form Approval

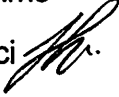
Thank you for having my July 29, 2013 Verizon annual funding memo and GSA-Federal Supply Schedule Purchase Order form (copies attached) on the work session agenda today. I appreciate the Commission approving this to be included in their next meeting's formal agenda.

I am requesting the attached GSA-Federal Supply Schedule Purchase Order form be placed on the August 19, 2013 formal meeting agenda for approval by the Commission.

I am grateful for the Commission's support.

Memo

To: Donnie Mims

From: Lou Ialacci 

CC: Pat Silas

Date: July 29, 2013

Re: Verizon Equipment and Services Schedule

The annual governmental Supply Schedule quotation from Verizon Wireless is attached for equipment and services being provided to all county departments. Verizon Wireless only enters into one year commitments or as Verizon refers to it – a one year “Federal Supply Schedule Purchase Order” with any governmental entity. Verizon requires this to ensure the governmental agency has pre-authorized the funds for the contract time period. Montgomery County Commission entered into our first one year contract in March 2009 for equipment and services. The contract has been renewed each subsequent year and is up for renewal again. The funds are in the departmental budgets.

Verizon continues to be the best wireless provider by far in Montgomery County and has very competitive pricing. The purchase order amount for the coming year has decreased a small amount. This is a result of a price reduction initiated by Verizon. The service and/or equipment is not ordered without department head approval. The Sheriff's Office, DA, and the Youth Facility continue to have critical needs for the wireless devices to assist in daily law enforcement. Their portion accounts for over 75% of the costs of the contract. This is for the service on air cards and smart devices.

The attached document is not a GSA contract. It is Verizon's governmental pricing schedule. The County's only commitment is a purchase order for service and equipment purchases for one year that is cancelable at any time the County chooses.

I am requesting this be placed on the work session agenda August 5, 2013 to be reviewed with the Commissioners. The attached new one year purchase commitment has the identical terms and conditions that were approved last year. Thank you



Montgomery County Commission

GSA-Federal Supply Schedule Purchase Order

Date:	July 28, 2013
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	334-460-5428
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: Elton N. Dean, Sr. _____ Printed or typed title: Chairman _____
Contact Information:	Email address: rosepyron@mc-ala.org Phone number: 334-832-1306 FAX number: 334-832-1695
Billing Information:	Montgomery County Commission ATTN: Rose Pyron PO Box 1667 Montgomery, AL 36102-1667 _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 350 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): Various Equipment: Various
Term:	August 19, 2013 for 12 months through 2014 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 350 Lines (Estimated) \$18,000 Equipment charge(s) on 350 Lines (Estimates) \$10,000 Total Access and Equipment Fees on 350 lines (Estimate) \$226,000 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items. Lou Ialacci, louialacci@mc-ala.org, 334-832-1305 and Rose Pyron, rosepyron@mc-ala.org, 334-832-1306
Miscellaneous:	Specify Phones, Delivery, Etc.: Account number: 0321072577-1
Customer Acceptance:	Signature: _____ Date: _____

For Verizon Wireless internal use only: Approval: _____ Date: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

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Agenda

AUG 19 2013

August 7, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator *JAM*

SUBJECT: Pest Control

Attached is a letter submitted by Pat Silas, Purchasing Manager recommending the approval of award for pest control services with Topco Pest Control for the annual price of \$12,660.00.

As discussed during the Working Session on August 5, 2013 the low bidder was Terminix. However, Terminix has received numerous complaints regarding their performance. Therefore the bid for the second lowest bidder has been selected. The Commission was briefed during the Working Session regarding this Bid Award.

I was advised to place this item on the next agenda for approval on August 19, 2013 Commission Meeting. I recommend approval of this award.

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

JAM/tm

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Pat Silas, Purchasing Manager *pe*
DATE: August 12, 2013
SUBJECT: Invitation to Bid No. 51100-13B-024,
Pest Control Service

Request approval of award on the above referenced Invitation to Bid, to the second low bid of Topco Pest Control, for the annual price of \$12,660.00, be placed on the agenda for the County Commission meeting on August 19, 2013. (copy of spread sheet attached)

This will be a one (1) year contract, with the option to renew for two (2) years, in one year periods. A price increase may be allowed after the first year, but shall not exceed 5% per year.

The low bid, Terminix has had the County contract for the past two (2) years and during this period there have been problems with their techs not showing up on the scheduled days and sometimes not even showing up at all. The contract requires that when invoices are submitted that sign-in sheets, which are to be signed by a County employee from the area being serviced, should accompany the invoice. When invoices are received, the Purchasing Office has to contact Terminix for the sign-in sheets. Sometimes we get them and sometimes we will have to contact the department and verify with them if Terminix serviced their area. The Detention Facility is having a major problem with roaches and it appears that Terminix cannot resolve this problem.

The bid with Topco Pest Control is \$2,660.00 more per year than Terminix. Topco Pest Control had the pest control contract before Terminix and we never had any problems with this company providing the service.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID									
INVITATION TO BID NO. 51100-13B-024				TOPCO PEST CONTROL - ATTN: RAJINDER SAINI - PHONE #263-1070 - FAX#263-1077		TERMINIX - ATTN: ALLAN PERRY - PHONE #270-9400; FAX#270-9471		NO BID RECEIVED - ZAP PEST CONTROL													
COUNTY COMM. - ALL BLDGS.																					
TERMS OF PAYMENT / DISCOUNT:																					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE									
	PEST CONTROL											UNIT PRICE									
	FOR COUNTY BLDGS																				
1	COURTHOUSE	QTR	4	\$60.00	\$240.00	\$75.00	\$300.00														
2	ANNEX I	MO	12	\$50.00	\$600.00	\$60.00	\$720.00														
3	ANNEX II	QTR	4	\$40.00	\$160.00	\$40.00	\$160.00														
4	ANNEX III	MO	12	\$50.00	\$600.00	\$60.00	\$720.00														
5	CARNEGIE BLDG.	QTR	4	\$40.00	\$160.00	\$40.00	\$160.00														
6	GREIL BLDG.	QTR	4	\$40.00	\$160.00	\$40.00	\$160.00														
7	YOUTH FACILITY	MO	12	\$90.00	\$1,080.00	\$70.00	\$840.00														
8	YF: 5 MOBILE UNITS	MO	12	\$50.00	\$600.00	\$50.00	\$600.00														
9	KITCHEN:CAMP DAVIS	MO	12	\$20.00	\$240.00	\$30.00	\$360.00														
10	ENG. SIGN SHOP	MO	12	\$30.00	\$360.00	\$25.00	\$300.00														
11	DISTRICT I-1800 TER.	MO	12	\$30.00	\$360.00	\$25.00	\$300.00														
12	DISTRICT II; MER. RD	MO	12	\$30.00	\$360.00	\$25.00	\$300.00														
13	DISTR. III; HIC. GROV.	QTR	4	\$70.00	\$280.00	\$40.00	\$160.00														
14	COUNTY SHOP; TER	QTR	4	\$30.00	\$120.00	\$30.00	\$120.00														
15	PROBATE EAST	MO	12	\$30.00	\$360.00	\$20.00	\$240.00														
16	PROBATE SOUTH	MO	12	\$30.00	\$360.00	\$20.00	\$240.00														
TOTAL BID AMOUNTS					\$6,040.00		\$5,680.00														

Notes:

9.3

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID									
INVITATION TO BID NO. 51100-13B-024				TOPCO PEST CONTROL - ATTN: RAJINDER SAINI - PHONE #263-1070 - FAX#263-1077		TERMINIX - ATTN: ALLAN PERRY - PHONE #270-9400; FAX#270-9471		NO BID RECEIVED - ZAP PEST CONTROL													
ISSUE DATE: JULY 12, 2013																					
BID OPENING DATE: JULY 29, 2013																					
COUNTY COMM. - ALL BLDGS.																					
TERMS OF PAYMENT / DISCOUNT:																					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE									
	PEST CONTROL																				
	FOR COUNTY BLDGS																				
17	PROBATE/REV WEST	MO	12	\$40.00	\$480.00	\$20.00	\$240.00														
18	REVENUE EAST	MO	12	\$20.00	\$240.00	\$20.00	\$240.00														
19	SHERIFF WHSE.	MO	12	\$40.00	\$480.00	\$40.00	\$480.00														
20	SHERIFF:FIR.RANGE	QTR	4	\$35.00	\$140.00	\$40.00	\$160.00														
21	SHERIFF - RAMER	QTR	4	\$30.00	\$120.00	\$50.00	\$200.00														
22	PRESTWOOD BLDG.	MO	12	\$30.00	\$360.00	\$40.00	\$480.00														
23	COMMUNITY CORR	MO	12	\$40.00	\$480.00	\$30.00	\$360.00														
24	CARE HERE CLINIC	MO	12	\$30.00	\$360.00	\$30.00	\$360.00														
25	ANNEX IV-FAM.JUS.CT	MO	12	\$40.00	\$480.00	\$40.00	\$480.00														
26	BLDG-514 HERRON ST	MO	12	\$20.00	\$240.00	\$30.00	\$360.00														
	PART II																				
27	DETENTION: NEW	MO	12	\$120.00	\$1,440.00	\$40.00	\$480.00														
28	DETENTION:OLD	MO	12	\$150.00	\$1,800.00	\$40.00	\$480.00														
TOTAL BID AMOUNTS					\$6,620.00		\$4,320.00														

Notes:

94



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

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www.hsy.com

MEMORANDUM

August 6, 2013

TTC

TO: Donnie Mims
FROM: Tommy Gallion

RE: Pest Control Service
Invitation to Bid (No. 51100-13B-024)

I have reviewed your August 5, 2013 memorandum and the August 2, 2013 memorandum from Pat Silas. I also reviewed the voluminous complaints regarding Terminix and the service they are providing to Montgomery County.

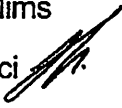
As you are aware, this is a professional service contract and does not have to be put out for bid nor does it have to follow the various requirements set out in the statute governing the Alabama Bid Law. When an "Invitation to Bid" is issued, the County agency can choose the "most qualified" proposal. Under the circumstances as outlined, the County can legally reject Terminix's proposal.

It appears to me from the documents that I reviewed that Terminix is not complying with the contract terms and conditions. It is paramount that the Montgomery County Detention Facility receive the best possible pest control service. Therefore, it is my legal opinion that Montgomery County can award the bid to the next lowest bidder ie. Topco Pest Control.

50051-317
4829976_1

AUG 19 2013

Memo

To: Donnie Mims
From: Lou Ialacci 
CC: John Mitchell, Barbara Montoya
Date: August 5, 2013
Re: Job Descriptions and Titles Update Review

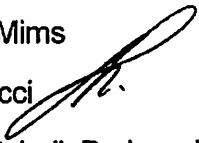
Thank you for having my July 29, 2013 memo (copy attached) on the work session agenda today requesting the Commission's approval to have City County Personnel review the County Information Systems department's job descriptions and titles in conjunction with their review for the same City department.

I am requesting the memo be placed on the August 19, 2013 formal meeting agenda for approval by the Commission.

I appreciate the Commission's support for this review.

Memo

To: Donnie Mims

From: Lou Ialacci 

CC: John Mitchell, Barbara Montoya

Date: July 29, 2013

Re: Job Descriptions and Titles Update Review

I am requesting this memo be on the agenda for the Commission work session on Monday August 5, 2013. I would like to discuss the review of job descriptions and titles for the positions in the County Information Systems Department. This same review has been approved and initiated by the City. As we have discussed I am not looking to combine departments at this time, but I do think it makes a great deal of sense to have the same job descriptions and titles for the work being done in both of these organizations. The work and technical skills required are the same.

Having the same job descriptions for both the City and the County will allow the Personnel Department to utilize and administer one set of jobs and one register. This will simplify the process for applicants and provide a better opportunity for the City and County to attract more qualified people for the newer technology positions needed by both entities.

The Information Systems Department abolished a position last year and made some minor changes to job titles just before the creation of the CITO position. This is the best opportunity ever to effectively update the job descriptions and titles in the Technology areas.

I am not trying to add to staff. I think in the long run this will make these departments more cost effective. Thank you

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
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Agenda

AUG 19 2013

August 6, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

During the August 5, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 025
- (2) Corrections Officer Trainee/Corrections Officer, Position Number 038

I am requesting approval of these items.

DLM/tn

Attachments

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 025

Proposed Effective Date August 19, 2013

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

- (☐) Promotional Register (☐) Transfer
 (☒) Open Competitive Register (☐) Reemployment

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date July 30, 2013

Department Head DT

2. Administrative Review

- (☐) Approved
 (☐) Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee:

Date _____

Appointing Authority _____

5. (☐) Manpower data entered by _____ Date _____
 (☐) Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 038

Proposed Effective Date August 5, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall
Department Head *RT*

Date July 23, 2013

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
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ESTABLISHED 1816

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TDD (334) 265-3568
www.mc-ala.org

Agenda

AUG 19 2013

August 15, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Reallocation of Clerk IIs to Payroll Clerk for Detention Facility

During the August 5, 2013 County Commission meeting, the Commission agreed to place the reallocation of two Clerk IIs, Position Numbers 240 and 242 to Payroll Clerk, Position Number 001 on the next agenda for the Detention Facility.

I am requesting approval of these items.

DLM/tn

Attachments

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX: (334) 832-2500

July 26, 2013

MEMORANDUM

TO : Mr. Donnie Mims
Montgomery County Administrator

FROM : Sheriff D. T. Marshall 
Montgomery County Sheriff's Office

SUBJECT : Payroll Clerk Position @ Montgomery County Sheriff's Office

I am requesting that the Montgomery County Commission approve the Sheriff's Office employing an additional Payroll Clerk. The Payroll Clerk for the Sheriff's Office handles the payroll for 407 employees. This is one third of the total number of employees in all the other departments of County government.

When the current Payroll Clerk was employed in 2004, the Sheriff's Office had 276 employees. All of them were on an eight hour shift. There was not any shift differential pay nor college incentive pay. With the addition to the Detention Facility, we have hired an additional 131 employees. We have four different shift schedules ranging from 8, 10, 11.5, and 12 hours. The burden on our Payroll Clerk has been tremendous. The duties of the Payroll Clerk are very detailed and require constant monitoring for shift re-assignments.

At this time, anytime the Payroll Clerk is out on any kind of leave, the Clerk IV's for the Chief Deputy and Colonel Wanda Robinson have to substitute for her. This has created problems for both my office and Colonel Robinson's office. Both of these Clerk IV's handle numerous duties, and it has been a hardship to try to accommodate the Payroll Clerk position. I feel at this time, I need another Payroll Clerk that we can train to ensure that all work is done in a timely manner.

Currently, the Sheriff's Office has six clerical positions open in the Detention Facility. I am proposing to take two of those positions and hire an additional Payroll Clerk.

2 vacant Clerk II positions	\$21,830. each = Total \$43,660. (Slots 240 & 242)
1 additional Payroll Clerk	Total \$27,401. (Slot 100)
Savings to County	Total \$16,259.

I am requesting that you place this request on the agenda for the County Commission's approval. Your assistance in this matter will be appreciated.

DTM/tb

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Payroll Clerk

Position Number 001

Proposed Effective Date August 19, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer

(☒) Open Competitive Register () Reemployment

Pay Grade Pay Grade A04 - \$27,401 - \$39,005

D T Marshall
Department Head *AK*

Date August 6, 2013

ORIGINAL

2. Administrative Review

() Approved

() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates

Open-Competitive _____ Candidates

Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

Agenda

AUG 19 2013

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Court Administrator 
Date: August 6, 2013
Re: Juvenile Detention Cook Staffing Needs

I am asking that my request for the County Commission to approve two part-time fill requests to staff our detention kitchen be placed on the August 19th formal agenda.

Thank you for your consideration!

POSITION FILL REQUEST

COMPLETED ACTION DATES

1. ___ dept request
2. ___ admin review
3. ___ pers dept
4. ___ cert to admin
5. ___ dept selection
6. ___ final review

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Vida Wilson, Food Service Supervisor

1. POSITION TITLE: Cook (Part-time) (to replace Shirley Pettway)

POSITION NUMBER: 910442006

PROPOSED EFFECTIVE DATE: 8/19/2013

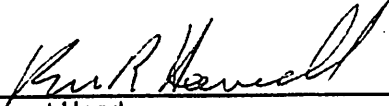
TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☒ TRANSFER Pay step to be based upon City and County
of Montgomery Personnel Rules and Regulations, Rule VI, Section 10(c) Transfers.

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: A02 (\$21,830/\$839.63/\$10.4954)



Department Head

7/16/2013

Date

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. ☐ Manpower data entered by _____

Date _____

☐ Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Vida Wilson, Food Service Supervisor

COMPLETED ACTION DATES

1. ___ dept request
2. ___ admin review
3. ___ pers dept
4. ___ cert to admin
5. ___ dept selection
6. ___ final review

1. POSITION TITLE: Cook (Part-time) (to replace Lanora Bullock)

POSITION NUMBER: 910442008

PROPOSED EFFECTIVE DATE:

8/19/2013

TYPE OF APPOINTMENT

☐ Permanent

☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☒ TRANSFER Pay step to be based upon City and County of Montgomery Personnel Rules and Regulations, Rule VI, Section 10(c) Transfers.

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE:

A02

(\$21,830/\$839.63/\$10.4954)



Department Head

7/16/2013

Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional

Candidates

Open-Competitive

Candidates

Transfer

Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. ☐ Manpower data entered by

Date

☐ Payroll entered by

Date

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 30

Agenda

AUG 19 2013

Date: August 7, 2013
To: Donald L. Mims, Administrator
From: Donald, L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alabaster, Alabama
Departure Date: September 18, 2013 Return Date: September 18, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend ACCMA Board & Conference Planning Meeting

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

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

Total (est.) Cost: \$20.00 Advance Registration Required: _____

Department Name: Administration Fund Name: General

Additional Comments: Meals - \$20.00

To: Donald, L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$20.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,125.00</u>	
Approved Requests:	<u>\$28,882.83</u>	
Budget Available:	<u>\$1,242.17</u>	
Current Requests:	<u>\$20.00</u>	
Budget Balance:	<u>\$1,222.17</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/8/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 32

Agenda

AUG 19 2013

Date: August 6, 2013
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS
Departure Date: September 14, 2013 Return Date: September 15, 2013
Conference Leave (Days / Hours): 2 days
Purpose of Travel: OSHA Recertification

Traveler (s) Name: 1. Sergeant Wesley Richerson 4. _____
2. Deputy Sheena Tarvar 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$21,089.47</u>	
Budget Available:	<u>\$3,910.53</u>	
Current Requests:	<u>\$200.00</u>	
Budget Balance:	<u>\$3,710.53</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/6/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

Agenda

AUG 19 2013

Date: August 12, 2013
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA
Departure Date: August 26, 2013 Return Date: August 30, 2013
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Mental Health First Aid

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

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

Total (est.) Cost: \$375.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: All expenses, including reimbursement for private vehicle travel, will be paid for
by a grant. The Sheriff's Office is responsible for meals only.

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$375.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$21,089.47</u>	
Budget Available:	<u>\$3,910.53</u>	
Current Requests:	<u>\$575.00</u>	
Budget Balance:	<u>\$3,335.53</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/13/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

AUG 19 2013

Date: August 2, 2013
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 11, 2013 Return Date: October 11, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Excelling as a Manager or Supervisor

Traveler (s) Name: 1. Angel McCall/ Carlos Parks 4. Patrice Turner/Janice Hardy
2. Ellen Porter/Sonja Pritchett 5. Donald Williams
3. Willie Rodgers/Brent Talley 6. Robert Washington

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

Total (est.) Cost: \$890.00 Advance Registration Required: \$890.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments:

ALL EXPENSES WILL BE PAID FROM THE 2014 BUDGET

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$890.00 and advance registration of \$890.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,959.69</u>	
Budget Available:	<u>\$11,040.31</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$11,040.31</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/6/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

AUG 19 2013

Date: August 13, 2013
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: October 14, 2013

Return Date: October 18, 2013

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Alabama Jail Association Fall Conference

Traveler (s) Name: 1. Wanda Robinson 4. _____
2. Etta Matthews 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,800.00

Advance Registration Required: \$30.00

Department Name: Sheriff (MCDF)

Fund Name: General

Additional Comments:

ALL EXPENSES WILL BE PAID FROM THE 2014 BUDGET

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,800.00 and advance registration of \$30.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52200-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$3,959.69

Budget Available: \$11,040.31

Current Requests: \$0.00

Budget Balance: \$11,040.31

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/14/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 17

Agenda

AUG 19 2013

Date: August 7, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

SKM

Request approval to be granted for the following:

Destination: Alabaster, AL
Departure Date: September 18, 2013 Return Date: September 18, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend ACCMA Board & Conference Planning Meeting

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

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

Total (est.) Cost: \$59.52 Advance Registration Required: _____

Department Name: Risk Management Fund Name: Liability

Additional Comments: Mileage -\$39.52; Meals - \$20.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$59.52 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$10,692.36</u>	
Budget Available:	<u>\$4,307.64</u>	
Current Requests:	<u>\$59.52</u>	
Budget Balance:	<u>\$4,248.12</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/8/2013

cc: Finance Director / Buyer

14-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

AUG 19 2013

Date: August 7, 2013

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Management

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Lafayette, CA

Departure Date: October 9, 2013

Return Date: October 12, 2013

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: States' Annual Members Meeting

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

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: All expenses are paid by States

To: Scott Kramer, Risk Management

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 007-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$10,692.36

Budget Available: \$4,307.64

Current Requests: \$59.52

Budget Balance: \$4,248.12

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/8/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

AUG 19 2013

Date: August 13, 2013

To: Donald L. Mims, Administrator

From: James Williams

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: September 4, 2013

Return Date: September 5, 2013

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Alabama Recreation & Parks Association Professional Growth Workshop

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

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

Total (est.) Cost: \$573.74 Advance Registration Required: \$75.00

Department Name: Parks and Recreation Fund Name: Parks & Recreation

Additional Comments: Registration - \$75.00; Lodging - \$125.00; Meals - \$150.00; Mileage - \$223.74

To: James Williams

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$573.74 and advance registration of \$75.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>008-57200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,500.00</u>	
Approved Requests:	<u>\$1,008.21</u>	
Budget Available:	<u>\$1,491.79</u>	
Current Requests:	<u>\$573.74</u>	
Budget Balance:	<u>\$918.05</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/14/2013

cc: Finance Director / Buyer

14-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

AUG 19 2013

Date: August 7, 2013
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Hotel and Spa, Montgomery, AL
Departure Date: September 19, 2013 Return Date: September 19, 2013
Conference Leave (Days / Hours): 1 day/8 hrs.
Purpose of Travel: Attend seminar on Complete Streets

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

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$125.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

To: George C. Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$125.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$4,575.00</u>
Budget Available:	<u>\$425.00</u>
Current Requests:	<u>\$125.00</u>
Budget Balance:	<u>\$300.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/7/2013

cc: Finance Director / Buyer

14-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

AUG 19 2013

Date: August 14, 2013
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: The Galthouse, Louisville, Kentucky

Departure Date: September 9, 2013 Return Date: September 13, 2013

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Attend 30th Annual Conference of the National Roadside Vegetation Management Association. Montgomery County has been nominated to receive the 2013 Turney Hernandez Excellence Award.

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

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

Total (est.) Cost: \$1,506.00 Advance Registration Required: \$150.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: Lodging - \$556.00
Meals - \$200.00
Mileage - \$600.00

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the approximate amount of \$1,506.00 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,500.00</u>	
Approved Requests:	<u>\$4,575.00</u>	
Budget Available:	<u>\$1,925.00</u>	
Current Requests:	<u>\$1,631.00</u>	
Budget Balance:	<u>\$294.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/14/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

AUG 19 2013

Date: August 7, 2013

To: Donald L. Mims, Administrator

From: Paul Brown, Executive Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn University @ Montgomery, Taylor Center - Rm 230

Departure Date: Septempber 17, 2013 Return Date: September 17, 2013

Conference Leave (Days / Hours): 1 day

Purpose of Travel: The Crooks are Getting Smarter 2013

Traveler (s) Name: 1. ReBecca Johnson 4. Kimberly Long
2. Derrin H. McNear 5. James Hornsby
3. Shonda Grissett 6. Tony Ferguson

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: _____ Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Exccutive Director

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,650.00</u>	
Approved Requests:	<u>\$12,138.25</u>	
Budget Available:	<u>\$511.75</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$511.75</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/8/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 19 2013

Request # 58

Date: August 14, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: August 22, 2013 Return Date: August 22, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend: 2013 Elder Justice & Caregiver Conference

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

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

Total (est.) Cost: \$25.00 Advance Registration Required: \$25.00

Department Name: District Attorney Fund Name: 760-51260-292

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$25.00 and advance registration of \$25.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.292 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$43,512.71

Budget Available: \$1,487.29

Current Requests: \$150.00

Budget Balance: \$1,337.29

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/14/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 19 2013

Request # 59

Date: August 14, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: August 22, 2013 Return Date: August 22, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend: 2013 Elder Justice & Caregiver Conference

Traveler (s) Name: 1. Seth Gowan 4. _____
2. Steve Searcy 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$50.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Attendees would like the option of using either vehicle

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$50.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$43,512.71</u>	
Budget Available:	<u>\$1,487.29</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$1,312.29</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/14/2013

cc: Finance Director / Buyer

14-13

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 60

Agenda

AUG 19 2013

Date: August 14, 2013

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: August 26, 2013

Return Date: August 26, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend: ACADV Meeting

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

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

Total (est.) Cost: \$154.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Ms Brooks would like the option of using either vehicle

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$154.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$43,512.71

Budget Available: \$1,487.29

Current Requests: \$329.00

Budget Balance: \$1,158.29

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/14/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

AUG 19 2013

Request # 9

Date: August 9, 2013
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: September 25, 2013 Return Date: September 27, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Basic Mapping

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

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

Total (est.) Cost: \$536.88 Advance Registration Required: \$225.00

Department Name: Revenue Commissioner Fund Name: Manufactured Home Trust

Additional Comments: Mileage \$311.88 Registration \$225

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$536.88 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>781-51501.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$6,106.49</u>	
Budget Available:	<u>\$893.51</u>	
Current Requests:	<u>\$536.88</u>	
Budget Balance:	<u>\$356.63</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/13/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

AUG 19 2013

Date: August 9, 2013
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 11, 2013 Return Date: September 13, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Introduction to Property Tax Administration

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

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$200.00

Department Name: Revenue Commissioner Fund Name: Manufactured Home Trust

Additional Comments: _____

To: Janet Buskey, Revenue Comm.
From: Donald L. Mims, Administrator

The above request is app. 08/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>781-51501.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,000.00</u>
Approved Requests:	<u>\$6,106.49</u>
Budget Available:	<u>\$893.51</u>
Current Requests:	<u>\$736.88</u>
Budget Balance:	<u>\$156.63</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/13/2013

cc: Finance Director / Buyer

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