



AGENDA

County Commission - Formal Session Meeting

10:00 AM - April 6, 2021

Montgomery County Courthouse, Annex III

Page

WELCOME AT 10:00 A.M.

INVOCATION BY CHAIRMAN DEAN

PLEDGE OF ALLEGIANCE LED BY COMMISSIONER WALKER

CALL OF ROLL TO ESTABLISH QUORUM

COMMENTS FROM CITIZENS

PRESENTATION OF THE MINUTES

1. Consider Minutes of the Regular Meeting of March 16, 2021

PUBLIC HEARING

2. Public Hearing regarding Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC located at 7625 Jessie Reid Lane for April 17, 2021 Event, Montgomery, AL 36105 5

[Newspaper Legal Notice Form - Festival Latino - April 17 2021 Event](#)

CONSENT AGENDA

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[Accounts Payable and Payroll Checks 04-06-2021](#)

NEW BUSINESS

4. Consider Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for Festival Latino located at 7625 Jessie Reid Lane for the April 17, 2021 Event, Montgomery, AL 36105, County Commission 7 - 10

[Alcohol License for Special Event 4-17-21 Festival Latino](#)

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OLD BUSINESS

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REPORTS FROM STAFF

County Attorney

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of an Alcohol License at this location, namely:

NAME: Rancho El Paraiso, LLC

ADDRESS: 7625 Jessie Reid Lane, Montgomery, AL 36105

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE

THE COUNTY COMMISSION AT:

10:00 A.M. **APRIL** **6** , **2021**

(MONTH) (DAY) (YEAR)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama.

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission, ATTN: Florence M. Cauthen, P.O. Box 1667, Montgomery, Alabama 36102-1667.

Florence M. Cauthen, County Administrator
Montgomery County Commission

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION: On or Before MARCH 30, 2021

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT.

RUN ONE TIME

**MONTGOMERY COUNTY COMMISSION
MEETING DATE APRIL 6, 2021**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 3-12-2021	
Check Numbers: 300416 – 300764	Total Checks Paid: \$ 1,704,160.75

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 3-19-2021 and 3-26-2021	
Check Numbers: 300765 – 300938	Total Checks Paid: \$ 2,397,006.61

EFT's included in amounts

PAYROLL CHECKS DATED 3-26-2021	
Check Numbers: 135981 – 136047	Total: \$ 96,566.08
Direct Deposits	Total: \$ 1,449,493.50
Federal Deposits	Total: \$ 290,541.67
Total Payroll Paid	Total: \$ 1,836,601.25

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210310103923056

Type License: 140 - SPECIAL EVENTS RETAIL **State:** \$150.00 **County:** \$150.00

Type License: **State:** **County:**

Trade Name: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC **Filing Fee:** \$50.00

Applicant: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC **Transfer Fee:**

Location Address: 7625 JESSIE REID LANE MONTGOMERY, AL 36105

Mailing Address: 4025 TROY HIGHWAY MONTGOMERY, AL 36116

County: MONTGOMERY **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: CORP 00375 PG 0957-0959

Do you sell Draft Beer?:

Date Incorporated: 09/04/2019 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 09/04/2019

Federal Tax ID: 85-3557925

Alabama State Sales Tax ID: r010900523

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

JAMES MARTINEZ BROWN	OWNER		

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

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

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

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

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

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

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

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? YES

Contact Person: JAMES M BROWN

Business Phone: 334-424-8812

Fax:

Home Phone: 334-424-8812

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC

Applicant: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC

Previous License Number(s)

License 1: 011492351

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210310103923056

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **EDGAR VALERIOS AVALOS 334-540-3824**
What is lessors primary business? **PROPERTY OWNER**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **30000** Display Square Footage:
Building seating capacity: **9999** Does Licensed premises include a patio area? **NO**
License Structure: **ONE STORY** License covers: **OTHER**
Number of licenses in the vicinity: Nearest:
Nearest school: **0 blocks** Nearest church: **0 blocks** Nearest residence: **0 blocks**
Location is within: **COUNTY** Police protection: **COUNTY**

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

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210310103923056

Initial each

Signature page

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

☐

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

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

☐

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

Applicant Name (print): James M. Brown

Signature of Applicant:

Notary Name (print): Alesia Niles

Notary Signature:

Commission expires: 5/11/2024

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210310103923056

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 04/17/2021 Ending Date: 04/17/2021

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD ON APRIL 17, 2021. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

Other Explanations

Is the applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act?: JAMES BROWN OWNS OTHER ABC LICENSED LOCATIONS

License Covers: OUTSIDE AREA

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE HELD ON APRIL 17, 2021. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is made and entered into by and between **Montgomery County, Alabama**, a body corporate and political subdivision of the State of Alabama ("**Seller**"), and **Premier Tech Inc.**, a Delaware corporation ("**Buyer**").

WITNESSETH:

1. **Sale of Property.** Seller does hereby agree to sell to Buyer, and Buyer does hereby agree to purchase from Seller, upon and subject to the terms and conditions hereinafter set out, that certain real property containing approximately twelve (12) acres situated in Montgomery County, Alabama, being generally shown outlined in red on Exhibit "A" attached hereto ("**Property**"). An exact legal description of the Property shall be based upon a boundary survey of the Property to be obtained by Buyer and approved by Seller, and the platting of the Property, pursuant to Paragraph 4 hereof. The Property shall be conveyed subject to: (i) any and all easements, restrictions, covenants and reservations now appearing of record affecting the Property; (ii) applicable zoning ordinances; (iii) matters of survey; and (iv) ad valorem taxes for the current and subsequent years, including any applicable "rollback" taxes (collectively, "**Permitted Exceptions**"). The Property is being sold by Seller, and acquired by Buyer, in its "AS-IS" condition, without any express or implied representation or warranty by Seller with respect to the Property except as may be expressly set forth in this Agreement.

2. **Purchase Price; Earnest Money.** The purchase price to be paid by Buyer to Seller for the Property shall be Six Hundred Thousand and No/100 Dollars (\$600,000.00) ("**Purchase Price**"). In the event that Buyer elects to proceed with this transaction beyond the end of the Due Diligence Period (as hereinafter provided and provided in Paragraph 3), Buyer shall deposit with Seller no later than the expiration of the Due Diligence Period the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), as earnest money ("**Earnest Money**"). Failure of Buyer to deposit the Earnest Money with Seller before the end of the Due Diligence Period shall be deemed an election by Buyer to terminate this Agreement and not to proceed to Closing (hereinafter defined). The Earnest Money shall be credited against the Purchase Price at Closing or otherwise applied as herein set forth. The balance of the Purchase Price, less deductions for credits and prorations as herein provided, shall be paid by completed wire transfer of immediately available federal funds at Closing.

3. **Due Diligence Period.** Within five (5) business days after the Effective Date, Seller shall furnish to Buyer those due diligence items listed on Exhibit "B" attached hereto ("**Seller's Due Diligence Documents**"). Buyer shall have one hundred fifty (150) days after the Effective Date (as hereinafter defined) ("**Due Diligence Period**") to conduct all due diligence and seek all governmental approvals deemed necessary or appropriate relating to the acquisition, use and development of the Property. Buyer, its agents, employees and all other persons authorized by Buyer are permitted to enter upon the Property to obtain and perform such tests, searches, studies and maps as may be deemed necessary or advisable including, but not limited to, percolation, soils, hazardous waste, environmental and geological tests and studies, and boundary and topographical surveys. Buyer shall be solely responsible for personal injury, death and physical damage to property, and for all costs for services rendered, on account of such entry by Buyer, its agents, employees or other persons directly or indirectly authorized by Buyer, and Seller shall be held harmless by Buyer for all expenses, claims, lawsuits and damages resulting therefrom. In the event Buyer does not acquire the Property, Buyer shall restore the Property to the extent altered by Buyer or on Buyer's behalf to substantially the same condition which existed prior to such alteration. Buyer may, at its

sole option, elect by notice to Seller given on or before the expiration of the Due Diligence Period to terminate this Agreement, in which case Buyer shall promptly return Seller's Due Diligence Documents and shall deliver Seller a copy of such due diligence reports and other due diligence materials obtained by Buyer at no charge to Seller.

4. **Survey; Plat.** Seller, at its sole cost and expense, shall within sixty (60) days after the Effective Date procure and furnish to Buyer a current certified boundary survey ("**Survey**") of the Property prepared by Goodwyn Mills Cawood, LLC ("**GMC**"). Such Survey shall be certified to Seller and Buyer. Seller and Buyer will make a commercially reasonable effort to approve the boundaries of the Property depicted on the Survey, but if despite such commercially reasonable efforts Seller and Buyer have not approved such boundaries within five (5) days after Buyer provides the Survey to Seller, then either party may terminate this Agreement by delivering written notice of termination to the other before the time that such boundaries have been so approved, and, in such event, all rights and obligations hereunder shall cease and terminate, except for those matters that are to survive the termination of this Agreement pursuant to the express terms of this Agreement. The approved Survey shall be used by GMC to prepare a plat of the Property. Seller shall use commercially reasonable efforts to have the proposed plat approved by governmental authorities and recorded prior to Closing.

5. **Title Insurance.** Within thirty (30) days after receipt of the Survey, Seller shall obtain a title commitment pertaining to the Property ("**Title Commitment**") from a reputable title insurance company selected by Buyer ("**Title Company**") proposing to insure Buyer. Buyer shall have the right to review the Title Commitment and legible copies of all documents constituting exceptions to title and to notify Seller no later than thirty (30) days prior to the expiration of the Due Diligence Period of such written objections as Buyer may have to easements and other matters set forth in the Title Commitment which affect the marketability of title to the Property or the feasibility or use of the Property. In the event any such objections are made by Buyer, Seller shall have a period of fifteen (15) days (or longer if so extended in writing by Buyer) from the receipt of same in order to cure such objections, but without any obligation to do so except with respect to any mortgage or other monetary lien created solely by Seller (which Seller shall either pay or from which Seller will cause the Property to be released, in either event, at Closing). If Seller is unable or otherwise fails to remove the basis for any such objection prior to the end of the Due Diligence Period, Buyer shall either cancel this Agreement by giving written notice thereof to Seller prior to the end of the Due Diligence Period or waive such objection, in which latter event all matters then affecting Seller's title shall be deemed included and become an addition to the Permitted Exceptions. If Buyer fails to give timely notice of said cancellation, Buyer shall be conclusively deemed to have waived all remaining title objections.

6. **Access Road; Water and Sewer.**

(a) Seller and Buyer acknowledge that the Property does not presently front a dedicated, paved road. Seller agrees that it has made or will make application to the Alabama Industrial Access Road and Bridge Corporation for an Industrial Access Road grant ("**IAR Grant**") in order to obtain grant funds to pay costs and expenses for the construction of a paved access road contiguous to the west line of the Property for approximately 1000 feet (or such shorter distance as may be approved for an IAR Grant based upon Buyer's development plan and proposed access to the Property) and the cost to inspect such construction while it is being constructed. In the event that Seller does not obtain an IAR Grant in an amount and under terms and conditions acceptable to Seller to pay for the costs and expenses for the construction costs associated with such proposed access road and such inspection costs, then Seller shall have the right to terminate this Agreement by notice to Buyer on or before the end of the Due Diligence Period, in which event this Agreement shall terminate, and the parties shall not have any further rights or obligations hereunder, except those that expressly survive termination. If the IAR Grant is so obtained in an amount and under terms and conditions acceptable to Seller, then Seller shall notify Buyer, in which

event Seller agrees that it will construct the paved access road in accordance with the approved IAR Grant no later than fifteen (15) months after Closing ("Outside Completion Date") and upon completion thereof shall cause the road to be dedicated as a public road.

(b) Seller and Buyer acknowledge that there does not presently exist water and sanitary sewer to serve Buyer's proposed development of the Property. Seller, at its sole cost and expense, shall cause GMC to prepare: i) a budgetary proposal for the engineering services to design the water and sanitary sewer facilities to serve Buyer's proposed development of the Property, as well as ii) a budgetary estimate for the construction of the water and sanitary sewer facilities to serve Buyer's proposed development of the Property. In the event that the sum of the estimates referred to in i) and ii) of the preceding sentence amounts to more than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), Buyer shall have the right to terminate this Agreement by notice to Seller on or before the end of the Due Diligence Period, in which event this Agreement shall terminate, and the parties shall not have any further rights or obligations hereunder, except those that expressly survive termination. Seller and Buyer agree that, if Buyer acquires the Property pursuant to this Agreement, Seller shall cause GMC to provide engineering services to design water and sanitary sewer facilities to serve Buyer's proposed development of the Property and further agrees to cause the water and sanitary sewer facilities to be constructed no later than the Outside Completion Date; provided, however, in no event shall the total cost of design, permitting and construction to be expended by Seller for water and sanitary sewer facilities exceed a total of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) ("**Seller Costs**"). Any cost and expense in excess of Seller Costs for such design, permitting and construction shall be paid by Buyer ("**Buyer Costs**"). At Closing, Seller and Buyer shall enter into an agreement to memorialize their obligations with respect to water and sanitary sewer facilities to serve the Property, and payment of same, as contemplated in this paragraph.

7. **Closing.** "**Closing**," as such term is used herein, shall mean the consummation of the sale transaction contemplated hereby. The Closing with respect to the Property shall take place at the office of Seller's attorney in Montgomery, Alabama at 10:00 a.m. on a date that is thirty (30) days after the end of the Due Diligence Period, unless such date is a Saturday, Sunday or legal holiday, in which event it shall occur on the next business day, or such earlier date as may be requested by Buyer and agreed to by Seller ("**Closing Date**"). At Closing, Seller shall execute and deliver to Buyer a statutory warranty deed ("**Deed**") conveying to Buyer a good and marketable fee simple title in and to the Property, subject only to all Permitted Exceptions. Each party shall pay its own attorney's fees in connection with the preparation of this Agreement, the Closing and other actions contemplated in this Agreement. If the Property is subject to any ad valorem taxes, such taxes shall be prorated at Closing. Except as otherwise set forth herein, Buyer shall pay all other closing costs.

8. **Brokers.** Each of the parties agree that they have not dealt with any person in such person's capacity as a broker or real estate agent in connection with the negotiation or execution of this Agreement, and each party agrees to pay any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation engaged or dealt with by such party in connection with the negotiation or execution of this Agreement or the Closing, insofar as any such claim is based upon any conversation, contact or contract with Seller or Buyer, respectively, relating to either the proposed purchase or purchase, or both, of the Property by Buyer.

9. **Default.** If Seller has complied with all of its obligations herein contained, and all of the conditions herein have been satisfied, but Buyer fails to consummate the purchase of the Property, then Seller shall have as its sole and exclusive remedy the right to receive the Earnest Money as liquidated damages, the parties agreeing that actual damages are unascertainable and that Seller hereby agrees to waive and release the right of specific performance and any and all other rights or remedies on account of such a default. Seller expressly waives lack of mutuality of remedies. If Seller defaults, violates, or breaches its agreement to convey the Property to Buyer as herein provided, then in such event and as Buyer's only

remedy, Buyer may declare this Agreement canceled and of no further force and effect and promptly receive a refund of the Earnest Money.

10. **Notices.** Any notice permitted or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or by hand delivery and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or hand delivery, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller: Montgomery County, Alabama
c/o Montgomery County Commission
Attn: Elton N. Dean, Chairman
Montgomery County Courthouse Annex III
101 South Lawrence Street
Montgomery, Alabama 36104

With a copy to: Ms. Florence M. Cauthen
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

Buyer: Premier Tech Inc.
Attn: Martin Noël, Director
1881 West North Temple
Salt Lake City, Utah, 84116
e-mail: noem@preimiertech.com

11. **Miscellaneous.**

(a) **Entire Agreement; Severability; Construction.** This Agreement constitutes the entire and complete agreement between the parties hereto as to the sale of the Property and supersedes any prior oral or written agreements between the parties with respect to the sale of the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto. In the event any provision herein shall be deemed invalid or unenforceable, the same shall not invalidate this Agreement and the Agreement shall be construed, to the effect possible, without such provision. Each party acknowledges that it has been represented or has had the opportunity to be represented by counsel in connection with the drafting and preparation of this Agreement. No provision of this Agreement is to be interpreted for or against any party because that party, or that party's representative, drafted or participated in the drafting of such provision.

(b) **Attorney's Fees.** In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees and expenses incurred by the prevailing party in enforcing this Agreement.

(c) **Assignment; Binding.** Buyer may assign this Agreement to an affiliate of Buyer, but not otherwise; provided, however, any and all liabilities or obligations imposed on Buyer shall be binding upon the respective successors and assigns of Buyer. Buyer (i) shall not be released from its obligations hereunder upon any such assignment, and (ii) Seller shall not be bound by any such assignment

unless and until it receives a copy thereof and of the assignee's written assumption of Buyer's obligations under this Agreement.

(d) **Time of Essence**. Time is of the essence with respect to the performance of each and every term, condition and obligation of this Agreement.

(e) **Effective Date**. The "**Effective Date**" of this Agreement shall be the latest date of execution of this Agreement by Seller and Buyer, as evidenced by dates on signature page.

(f) **Applicable Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(g) **Counterparts**. In order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this Agreement (whether original, facsimile or electronic mail) may be detached from any counterpart of this Agreement (whether original, facsimile or electronic mail) without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other parties will rely on the facsimile or electronic mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

(h) **Condition Precedent**. It is expressly agreed and understood that the Chairman of the Seller may, at his option, execute and deliver this Agreement but that the obligations, liabilities and agreements of Seller shall not be binding and enforceable unless and until approved by the governing body of Seller.

[EXECUTION BEGINS ON NEXT PAGE]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed on the date shown beneath each party's signature.

SELLER:

WITNESS:

Montgomery County, Alabama,
a body corporate and political
subdivision of the State of Alabama

By: Montgomery County Commission

By: _____
Elton N. Dean
Its Chairman

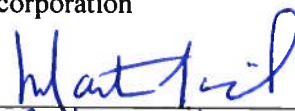
Date Executed: March ____, 2021

BUYER:

WITNESS:

Premier Tech Inc.,
a Delaware corporation


MAXIME LÉVESQUE

By: 
Name: MARTIN NOEL
Title: DIRECTOR

Date Executed: March 8, 2021

EXHIBIT "A"

PROPERTY



EXHIBIT "B"

SELLER'S DUE DILIGENCE DOCUMENTS

Phase I Study

Geotechnical Report 2000-09-22

Geotechnical Report 2015-03-03

Historical and Cultural Resource Assessment

Threatened and Endangered Species Review

Wetland Delineation

Memorandum and Declaration of Covenants, Easements and Restrictions for Montgomery East Industrial Park, Montgomery, Alabama

W1



Memo

Re: Agreement with Black Bear Alabama 1, L.L.C. for Construction of Electrical Transmission Lines in Right-of-Way of County Roads

Date: County Commission - Formal Session - Apr 06 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

Black Bear Solar 1, L.L.C. has plans underway to construct a 100 MW solar generating station on approximately 1,000 acres of property located on the west side of Butler Mill Road just north of Grant Road. The attached agreement would grant them permission to place their electrical transmission lines on County road right-of-way subject to compliance with County utility permitting procedures.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Recommend approval of the attached agreement.

ATTACHED:

[Solar Black Bear Butler Mill Rd ROW Agreement](#)

RIGHT OF WAY AGREEMENT

THIS AGREEMENT effective as of _____ 2021, by and between the **COUNTY of MONTGOMERY, ALABAMA** (hereinafter referred to as the "County") and **BLACK BEAR ALABAMA SOLAR 1, LLC**, a Delaware limited liability company (formerly known as Blackbear Alabama Solar 1, LLC) (hereinafter referred to as the "Company").

WHEREAS the County has and reserves the right to exercise control over the highways, streets, alleys and public places and to require County's consent before using such highways, streets, alleys, and public places; and

WHEREAS State law confers the County certain rights and requirements for use of the public ways of County; and

WHEREAS the Company has requested from County an agreement to use the streets and public ways of the County to acquire, construct, repair, maintain, and operate an electrical transmission and communication line system, including above ground power, distribution, transmission and communication lines and below ground power, distribution, transmission and communication lines suitable to connect the proposed photovoltaic generating facility to its proposed point of interconnection in Montgomery County; and

WHEREAS the County and the Company desire to outline the terms of the agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the County and Company enter into this Agreement and agree as follows:

SECTION 1. GRANT OF NON-EXCLUSIVE AGREEMENT. A non-exclusive right is hereby granted to the Company, its employees, agents, contractors, subcontractors and consultants (collectively, the "Company's Representatives"), to construct, maintain, operate and/or remove, in, over, under, across and through the public rights-of-way (ROW) of the County, above- or below-ground distribution, transmission and communication lines, wires, conduit, cables, poles, splice boxes and junction boxes, and other associated equipment necessary for operation of said transmission and communication line system within the County and any future additions thereto, together with the right of ingress to and egress from the County ROW by means of roads and lanes thereon if existing, or otherwise by such route or routes as Licensee may construct from time to time, the duration of this Agreement to be a period of thirty (30) years, to commence on the effective date first written above; provided, however that the Company shall first provide the County at least 48 hours notice prior to commencing any construction of its facilities.

When used herein, the term "facilities" shall mean all or any part of the above described electrical transmission line system and all related property, including but not limited to, wires, cables, splice boxes, junction boxes, conduit, carrier pipe, poles, manholes, and other attachments and appurtenances necessary for said electrical transmission line system located within the County's rights of way.

The term of this Agreement shall be thirty (30) years from the date first written above, unless the Company elects to extend the term, in which case the parties shall amend this Agreement to reflect such extension. Notwithstanding the foregoing, the Company may elect to terminate this Agreement at any time during the term upon thirty (30) days prior written notice to the County. Further, the parties may mutually agree to terminate this Agreement at any time by entering into a mutually-agreed written instrument of termination. If the parties enter into a successor agreement, then this Agreement shall be automatically terminated and superseded by the successor agreement upon the effective date thereof without any further action required of either party, and the parties' respective rights and responsibilities with respect to Company's and the Company's Representatives' use of public ROW shall be governed thereafter by said successor agreement as provided therein.

SECTION 2. GENERAL TERMS. Company and the Company's Representatives, for the duration of this Agreement and upon obtaining from the County a site-specific written permit and for the purposes hereinabove expressed, shall have the privilege to construct, operate, lease, and maintain facilities and to make any and all necessary excavations therefore, in, over, under, across and through all or any of the portions of the streets, alleys, avenues or public ways of the County and to utilize, with permission of the affected utility companies, their facilities within public rights-of-way for the purpose of operating an electrical transmission line system within Montgomery County, to be exercised in such manner only, however, as to offer the least interference with the public use of said streets, alleys, avenues and public ways; and Company and the Company's Representatives shall be subject to and shall comply with all laws and ordinances of the County and shall be subject to and shall comply with all rules, regulations and other restrictions of the County set forth herein or set forth in County's separate rules and regulations addressing utilities within the County ROW, as the same may be modified over time. The granting of this Agreement shall not prohibit the County from granting other non-exclusive franchises or otherwise allowing or making other uses of the County's rights-of-way. The granting of this Agreement shall in no way interfere with or hinder the use by the County of the rights-of-way for any purpose.

SECTION 3. CONSTRUCTION OF FACILITIES.

(a) All work shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Company or the Company's Representatives in strict conformity with the laws, permit requirements, and regulations of the County in effect at the time of such excavation or other work. Company or the Company's Representatives shall obtain any required permits in accordance with County code or procedures. In the event such requirements and specifications conflict with the legal requirements of any federal or state law or regulation, such legal requirements shall govern on all points of conflict, but in all other respects the County's requirements and specifications shall apply.

(b) In emergencies involving service outages, Company or the Company's Representatives shall proceed with all necessary operations without first obtaining the permit, but shall obtain the required permit at its earliest opportunity.

(c) Immediately upon completion of repairs or installation of any facility, Company or the Company's Representatives shall refill and compact any trench or excavation to the standards required by the County and, if applicable, the State of Alabama Department of Transportation's "Standard Specifications of Roads and Structures." Company or the Company's Representatives shall promptly restore or replace any pavement, sidewalk, curb, gutter, grass, landscaping material or other materials or structure damaged in the course of its work at Company's sole expense to substantially the same condition in which it previously existed (or better, for example, through the use of new materials or new construction), to the County's reasonable satisfaction.

(d) In any case where a public ROW is being excavated, disturbed or encumbered by Company or the Company's Representatives, Company or the Company's Representatives, as applicable, shall take all precautions required by law, in particular, the Manual on Uniform Traffic Control Devices, otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of the existence of actual conditions present. Nothing in this paragraph shall alter or waive any rights enjoyed by Company, the Company's Representatives or any other party under Alabama's underground damage prevention law (Ala. Code Title 37, Section 37-15-1, -11).

SECTION 4. RELOCATION OF FACILITIES. The use herein allowed is subject to the needs and requirements of the County in the operation of its ROW and in the improvement and use of its property. Company shall timely relocate at no expense to the County any facilities installed or maintained in, on or under any ROW which interfere with the County's use or operation of the ROW, whenever directed to do so by County. Nothing in this Agreement is intended to eliminate or waive any right Company may have to reimbursement from other entities other than the County under applicable law or the terms of any public funding grant for a project, and Company specifically waives its right to any reimbursement amounts due or payable directly or indirectly by the County or which will be charged against the County in any way.

SECTION 5. COMPANY FEE; CONDITIONS. The County shall not levy any tax, rent, fee or charge on Company's or the Company's Representatives' activities conducted under this Agreement except for such taxes, rents, fees, or other charges (e.g., permitting fees) as are applied by the County on a nondiscriminatory basis to the use of the ROW for provision of electricity services by electricity providers under any lawful County code or ordinance. Company shall, however, be responsible for reporting and paying any ad valorem taxes which may lawfully be levied on its facilities.

SECTION 6. INDEMNIFICATION. In consideration for the permissions herein granted, Company hereby agrees to indemnify, defend and hold harmless the County (including its County Commissioners, appointed boards and commissions, officials, officers and employees) from all claims of any kind and nature resulting from personal injury to any person or damage to property arising out of the negligent or willful acts of Company while exercising any of the rights or privileges granted by this Agreement or resulting therefrom. This obligation is contingent upon the County giving Company prompt notice of any such claim, and full cooperation in Company's defense of the same, and does not apply to any settlement, release or compromise entered into by County without Company's prior written consent. The terms and provisions of this section are

intended to be for the benefit of the County and Company and are not intended to be for the benefit of any third party. Notwithstanding the foregoing, Company shall not be obligated to indemnify the County for claims resulting solely from the negligent or willful acts of the County or its duly authorized Representatives.

SECTION 7. RESERVED.

SECTION 8. INSURANCE REQUIREMENTS. Company shall at all times comply with the insurance requirements set forth in Exhibit A, attached hereto and incorporated herein, and upon request (and prior to undertaking any work in the ROW), provide the County with certificates evidencing such coverages.

SECTION 9. ASSIGNMENT. This Agreement and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the County, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, prior consent shall not be required for transfer to any company which is owned or controlled or under common control and with the same direct parent as Company, and which is intended after such transfer to remain under the ownership or control of that parent or an entity under common control or with the same direct parent, or for an assignment for collateral security purposes or in connection with the exercise of rights or remedies by any transferee (or agent thereof) of such collateral security. The new Company shall be equally subject to all the obligations and privileges of this Agreement including any amendments, which will remain in effect, as if the new Company was the original Company. Further, the County must be provided with written notice within sixty (60) days of the assignment.

SECTION 10. RESERVED.

SECTION 11. CONFIDENTIALITY. To the fullest extent permissible under applicable law, the County shall protect from disclosure any confidential, proprietary information, including maps, submitted to or made available by the Company to the County under this Agreement. It is understood that the County is subject to public records disclosure rights, duties and obligations established by the Alabama Code. All parties understand that the County must and will comply with appropriate open records and public writings requests.

SECTION 12. RESERVATION OF RIGHTS. It is hereby reserved to Company and to County every right and privilege available to Company and to County under applicable law, and Company and County by its execution of this Agreement, shall not be deemed in any way to waive, relinquish, release or abrogate any of its lawful rights and privileges.

SECTION 13. ALABAMA LAW GOVERNS. In any controversy or dispute under this Agreement, the laws of the State of Alabama and any applicable federal law shall apply to the extent such law has not been superseded or preempted.

SECTION 14. NOTICE. Any notice required or permitted under this Agreement shall be deemed given if sent by (a) registered or certified mail, return receipt requested, postage prepaid, or (b) nationally recognized overnight courier with a tracking capability, and addressed

as follows:

To the County:

Montgomery County Commission
ATTN: County Administrator
P. O. Box 1667
Montgomery, AL 36103
Phone: (334)832-1210
FlorenceCauthen@mc-ala.org

To the Company:

Black Bear Alabama Solar 1, LLC
400 Montgomery Street, Eighth Floor
San Francisco, CA 94101
Attn: Kevin Christy
Phone: (714)330-0032
Email: kevin.christy@lightsourcebp.com and legalnoticesus@lightsourcebp.com

or such other address as may be designated in the future in writing by either party. Notices shall be effective on the date of delivery.

SECTION 15. EFFECTIVE DATE AND PUBLICATION. This Agreement shall take effect as of the date first written above.

SECTION 16. MODIFICATION. This Agreement, including all documents specifically incorporated herein, cannot be changed orally but only by an agreement in writing properly executed by the parties.

SECTION 17. SEVERABILITY. Should any part, term or provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this Agreement.

SECTION 18. ALABAMA 811. Company shall be and remain a member of Alabama 811 at all times during the term of this Agreement.

SECTION 19. DAMAGE FROM MAINTENANCE. County shall not be liable to Company for any accidental damage to Company's facilities by the County or its agents during County maintenance of its roadways or rights-of-way, except to the extent such damage is caused by the gross negligence or willful misconduct of the County or its agents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ 2021.

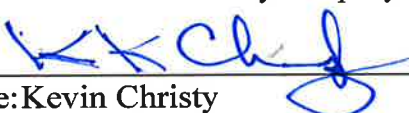
ATTEST

MONTGOMERY COUNTY COMMISSION

By: _____

Its: _____

BLACK BEAR ALABAMA SOLAR 1, LLC,
a Delaware limited liability company

By:  _____

Name: Kevin Christy

Its: Chief Operating Officer

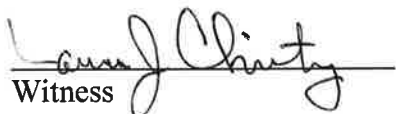

Witness

Exhibit A - Insurance Requirements

A. The Company shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Company, or its employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance with limits of \$1,000,000.00 each occurrence for bodily injury and property damage and, \$2,000,000.00 general aggregate including \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury and contractual liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The County shall be included as an additional insured as their interest may appear under this Agreement under the Company's Commercial General Liability insurance policy with respect to the work performed under this Agreement using ISO Additional Insured Endorsements or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Alabama and Employer's Liability with a limit of \$1,000,000.00 each accident/disease/policy limit.

B. The insurance policies shall be primary insurance as respects the County. Any insurance, self-insurance, or insurance pool coverage maintained by the County shall be in excess of the Company's insurance and shall not contribute with it.

C. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the County with thirty (30) days' prior written notice of Cancellation.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage. Company shall furnish the County with certificate of insurance and blanket additional insured endorsements naming the County as an additional insured evidencing the insurance requirements of Company before commencement of the work.

F. Company shall have the right to self-insure any or all of the above-required insurance.

G. Company's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Company to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy to which the County is otherwise entitled at law or in equity.



Memo

Re: Letter Agreement for Funding Intersection Improvements on US-80 at Mitchell Young Road

Date: County Commission - Formal Session - Apr 06 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

Montgomery County (County) was awarded a 2021 ATRIP-II grant from ALDOT on January 12, 2021, for funding intersection improvements on US-80 at Mitchell Young Road . The total estimated cost shown in the grant application was \$345,459.75 (\$276,367.80 ATRIP-II funds plus \$69,091.95 County funds). ALDOT has requested that the County approve the attached letter agreement acknowledging that any overrun in the total project costs above the awarded amount of \$276,367.80 shall be responsibility of the County.

FINANCIAL IMPACT:

The County's share of the costs of this project is budgeted in the Engineering Department's Gasoline Tax Fund 117.

RECOMMENDATION:

Recommend approval of this letter agreement so that this project can move forward.

ATTACHED:

[Mitchell Young US 80 Intersection Letter Agreement ARTIP2 20210310](#)



ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6206 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us/ltrweb>



Kay Ivey
Governor

John R. Cooper
Transportation Director

March 5, 2021

The Honorable Elton N. Dean, Sr.
Chair, Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102

Subject: Project No. ATRP2-51-2021-051
Letter Agreement for Intersection Improvements on US-80 at
Mitchell Young Road

Dear Chairman Dean:

Reference is made to the above Alabama Transportation Rehabilitation and Improvement Program-II (ATRIP-II) project, which was awarded to Montgomery County for the FY 2021 ATRIP-II program.

Due to the fact that Montgomery County has no current participation or funding commitment toward any phase of the project (preliminary engineering and design, right of way acquisition, or construction), it has been determined that a funding agreement is not required at this time. However, should the project cost overrun the awarded ATRIP-II amount of \$276,367.80, the signatures below shall acknowledge Montgomery County's responsibility, as the sponsoring local government agency, for such an overrun, pursuant to the ATRIP-II Procedural Guidelines that were provided with the ATRIP-II grant application. Additionally, a resolution from the County's Commission authorizing payment of any project cost overruns should be attached and returned with this letter agreement and maintained in the project file.

Sincerely,

Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation

(AFFIX SEAL)

By: _____ By: _____
Montgomery County Clerk (Signature) As Chair of Montgomery County Commission

Print Name of Clerk

Print Name of Chairman

cc: Steve Graben, P. E., Southeast Region Engineer
Project File

RESOLUTION NUMBER _____

BE IT RESOLVED by the County Commission of Montgomery County, Alabama, that the County enters into a letter agreement (agreement) with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Intersection Improvements on US-80 at Mitchell Young Road, Project No. ATRP2-51-2021-051

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

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

Passed, adopted, and approved this _____ day of _____, 20 ____.

ATTESTED:

County Clerk

Chairman, Montgomery County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20 ____.

County Clerk

SEAL

Alabama Transportation Rehabilitation and Improvement Program-II Fiscal Year 2021 Procedural Guidelines

This document contains information regarding the Alabama Transportation Rehabilitation and Improvement Program-II (ATRIP-II) for Fiscal Year (FY) 2021. All prospective project-sponsoring local governmental agencies are encouraged to thoroughly review this document, as well as, the FY 2021 ATRIP-II application when considering developing a project application. It is also highly recommended that prospective project sponsors coordinate with their respective Alabama Department of Transportation (ALDOT) Region or Area office prior to finalizing an application. These ALDOT offices will work with sponsors to evaluate scope, cost or other issues which may impact project deliverability or advancement.

A. ELIGIBLE ENTITIES:

Any local public agency of the State of Alabama (Municipal and County Governments) is eligible to apply for funding under ATRIP-II through an application process. Applications may be submitted jointly for projects of interest to more than one local government.

Applications will be accepted and reviewed by ALDOT for compliance with program requirements and guidelines prior to final identification by the ATRIP-II Committee for project funding.

B. PROJECT ELIGIBILITY:

Applications may be submitted for transportation projects of local interest on the state-maintained highway system, which may also include work on local roads essential to proper functioning of the project on the state road. Projects of local interest on the state-maintained highway system shall include improvements benefitting the state highway system with an emphasis on the economic growth, public safety, and stability of this state. Inclusion of local roads and bridges in a project application should be limited to those portions and specific structures that are essential to accomplish improvements benefitting the state highway system. Should a local road or bridge be included in the application, the project sponsor shall be responsible for sufficiently detailing how the improvements to the local infrastructure are essential to providing a benefit to the state highway system. Applications including local infrastructure that do not provide this type of analysis will not be considered for funding.

ATRIP-II funded projects will be bid and let to contract by ALDOT in accordance with applicable state laws. Disadvantaged Business Enterprise (DBE) goals will be established and applied consistent with existing procedures used for federally-funded projects.

Eligibility and constructability of all proposed project activities and work phases will be evaluated by ALDOT prior to final consideration by the ATRIP-II Committee for funding.

C. COMPETITIVE SELECTION:

ATRIP-II funds will be awarded through a competitive project selection process. Application evaluation will include, but may not be limited to, how the proposed project emphasizes economic growth, public safety, and stability of the State.

Project deliverability issues including, but not limited to, design, environmental, right-of-way acquisition, cost or other factors that could affect or impede project timeframe and advancement consistent with program goals will be considered during application evaluation

When provided, the ATRIP-II Committee will appraise and consider coordination by local government sponsors that reflect racial and ethnic diversity.

D. PROJECT FUNDING:

ATRIP-II is an annual program providing not less than \$30,000,000.00 and not more than \$50,000,000.00 of project funding, with the final amount each year determined by the Director of ALDOT.

The maximum funding to be provided to an individual project under ATRIP-II in FY 2021 shall be \$2,000,000.00. The Total ATRIP-II funds to be allocated in FY 2021 is programmed to be \$30,000,000.00.

Any cost exceeding the maximum amount allowable per project will be the responsibility of the project sponsor and should be shown as local or other funds on the application.

A sponsoring local governmental agency may not submit more than one project application per fiscal year. Each Municipality and County will be viewed as an individual sponsor. Any project submitted by multiple sponsors shall be deemed as the eligible project for each sponsor.

Local or other funding sources to supplement requested ATRIP-II funding is not required, but projects containing a commitment to provide supplemental funding may be given favorable consideration by the ATRIP-II Committee.

Applications should contain a statement addressing the amount of supplemental funding provided. If the sponsoring local government is not proposing supplemental funding, the statement should provide an explanation as to why the sponsor is unable to provide supplemental funding for the project.

Any overrun in total project costs above the amount awarded shall be the responsibility of the sponsoring local government agency unless additional funding is approved by the ATRIP-II Committee (or their designee).

E. PROJECT PROGRESS:

ATRIP-II funds are available to selected projects for a period of two (2) years from the notice of award by the ATRIP-II Committee. Funds awarded and not let to contract within two (2) years of the notice of award will require an extension by the ATRIP-II Committee (or their designee) to avoid being subject to rescission.

Once selected, a project must be awarded to contract before the local sponsor/sponsors become eligible for consideration by the ATRIP-II Committee for a subsequent project.

F. ALLOWABLE COSTS AND WORK PHASES:

All costs associated with developing an ATRIP-II application, including any requests for additional information from the ATRIP-II Committee or ALDOT necessary to fully review and consider that application, is the responsibility of the project sponsor/sponsors.

All phases of ATRIP-II projects will be performed or overseen by ALDOT. At the discretion of ALDOT, it may be permissible for a local sponsor to address a work phase at no cost to the project.

Right-of-way (ROW) acquisition may be an eligible phase of work for ATRIP-II funding, unless there is an agreement with ALDOT for the local sponsor/sponsors to acquire the ROW at no cost to the project. Applications should indicate if the local sponsor/sponsors are offering to fund ROW costs. When possible, applications should indicate if ROW is required on state and/or locally maintained facilities. If ROW acquisition involves easements/permitted work on the property of another entity, indication should be noted on the application.

For projects where ROW is to be acquired on a state-maintained facility, ROW will be purchased by ALDOT in the name of the State. For ROW to be acquired on a local-maintained facility, purchasing of ROW will be coordinated through the respective ALDOT Region or Area office in cooperation with the project sponsor.

Utility relocation is not an eligible phase of work for ATRIP-II funding.

Preliminary Engineering (PE) shall be administered by ALDOT as an eligible phase of work for ATRIP-II funding, unless there is an agreement with ALDOT for the local sponsor/sponsors to advance the PE at no cost to the project. If ALDOT is to perform the PE, the estimated PE cost must be included in the application as an eligible cost to the project. If the sponsor is to perform the PE at no cost to the project, that must be indicated in the application. The PE should include, but is not limited to, items such as locating, surveying, mapping, environmental (including permitting and mitigation), development of engineering plans and specifications, and the bidding and letting of a project to contract.

- a. The ATRIP-II application requires the identification of any potential impacts to cultural or environmental resources by the project, as well as any environmental permitting/mitigation requirements. Costs associated with the identification of impacts to cultural or environmental resources and the cost of permitting and/or mitigation should be included in the application unless the local sponsor agrees to provide separate funding for these activities.
- b. Costs associated with any potential PE phase not identified and included in the application may not be eligible for reimbursement.

For projects where sponsors are proposing to advance the PE at no cost to the project, applications must include a funding line item for PE review by ALDOT (also at no cost to the project). The PE review cost should not exceed 1% of the overall project cost, up to a maximum of \$10,000.00.

The cost of construction engineering and inspection (CE&I) (including the testing and inspection of materials) shall be included in the application. To ensure that these costs are accounted for, a separate funding line item for CE&I (including the testing and inspection of materials) must be included in the construction cost estimate. These costs shall not exceed 15% of the total project construction cost.

ALDOT will perform or oversee the CE&I, testing and inspection of materials on all projects, unless the local sponsor requests and is approved to perform the CE&I, inspection and testing at no cost to the projects.

Indirect costs for ATRIP-II projects can be established by ALDOT and may be added to projects as an eligible expense utilizing similar procedures for projects currently applying indirect costs.

G. MISCELLANEOUS PROVISIONS:

Larger, more comprehensive projects are allowed; however, such projects may need to be separated into manageable and logical phases for multi-year application and funding. Such project applications should be accompanied with an overall master plan, including a narrative explaining the entire scope of the project and how the entire project is to be separated into logical phases. Approval of one phase of a multi-phase project does not guarantee approval of any subsequent phase/phases by the ATRIP-II Committee.

For projects proposing to utilize financing in addition to ATRIP-II funds (such as Federal funds), all requirements necessary for the use of those funds must be followed and should be addressed in the application by the sponsoring local government agency, including any factors that may affect project timeframe and advancement requirements.

Once a project is approved by the ATRIP-II Committee, any costs incurred prior to issuance of written Notice to Proceed from ALDOT is ineligible.

ATRIP-II funds have reporting requirements. Recipients will be required to furnish all requested data to the ATRIP-II Committee, ALDOT or other specified or required entities necessary to satisfy any reporting obligations.

For approved projects, a kickoff meeting will be held with each ALDOT Region or Area office to discuss project details, funding agreement requirements and other issues necessary to begin advancement of the project.

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

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



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

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

October 7, 2020

Mr. John R. Cooper
Transportation Director
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

ATTN: Mr. Ed N. Austin
ATRIP-II Program Coordinator

Re: ATRIP-II Application
MCP 51-15-20
Intersection improvements at SR 80 and Mitchell Young Road
Montgomery County

Dear Sir:

Please find herein the Montgomery County Commission's application for the Alabama Transportation Rehabilitation and Improvement Program (ATRIP-II). This application proposes a project that will consist of **intersection improvements including signalization of US-80 at Mitchell Young Road**. The expanding auto manufacturing growth over the last decade has transformed Montgomery County into an economic hub for the River Region. Due to this industrial growth, traffic volumes at this intersection have increased due to the proximity of Mobis Alabama, LLC. Mobis generates daily traffic to Hyundai Motor Manufacturing Alabama (HMMA) which is one of the state's largest auto manufacturers. Mobis Alabama, LLC is located on Mitchell Young Road and is a tier one supplier for Hyundai. **The Alabama Department of Transportation, The City of Montgomery, Montgomery County, and The Montgomery Chamber of Commerce** have agreed to partner together and work toward improving this intersection due to the industrial significance it provides to this region and throughout the State.

Therefore, Montgomery County requests the ATRIP-II Committee consider joining this partnership. This project meets all eligibility requirements as specified by the ATRIP-II 2021 Procedural Guidelines and is a shovel ready project meaning it can be let to contract by early 2021.

A. Sponsoring Agency

Sponsor Entity: Montgomery County Commission
Official: Elton N. Dean, Sr.
Title: Chairman, Montgomery County Commission
Address: 101 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-4950
Email: eltondean@mc-ala.org

Project Manager: Kevin Boone
Title: Montgomery County Assistant Engineer
Address: 100 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1342
Email: kevinboone@mc-ala.org

Intersection Improvements at US-80 and Mitchell Young Road - MCP 51-15-20

B. **The Intersection of US-80 and Mitchell Young Road** is located just west of the Montgomery Regional Airport and the corporate limits of the City of Montgomery. Mitchell Young Road is a Major Collector that connects to US-80 which is a Principal Arterial Route. The proposed improvements at this intersection include:

- Signalized Continuous Green T: Mitchell Young Rd. will have a signalized left turn onto US-80 East Bound.
- Extend US-80 East Bound acceleration lane.
- Channelize US-80 East Bound acceleration lane from US-80 East Bound thru traffic.
- US-80 East Bound thru traffic will not stop; Signal will have continuous green arrow.
- US-80 East Bound left turn to Mitchell Young Rd. will have permissive/passive (FYA) turning movement.
- Project will provide communication to a signal controller.
- Project will include PTZ camera at intersection.

This project is a collaborative effort between **The Alabama Department of Transportation Southeast Region, The City of Montgomery, Montgomery County, and The Montgomery Chamber of Commerce**. ALDOT will provide preliminary and construction engineering for this project. The City of Montgomery has agreed to maintain the proposed signal, and Montgomery County agrees to provide 20% matching funds for the construction. This project is estimated to cost \$345,459.75 (See Appendix A). Montgomery County requests the ATRIP committee commit **\$276,367.80 (80%)** towards this project.

- C. Montgomery County is the economic engine that propels the central portion of the State of Alabama. Assisting in this impact, US-80 serves as a major corridor for **Hyundai Motor Manufacturing Alabama (HMMA)**. An efficient on-time supply chain is a vital component of the auto manufacturing business. HMMA can produce up to 400,000 vehicles per year from their facility and employs approximately 3,000 team members. To accomplish this feat, HMMA utilizes thirty-five (35) tier one suppliers located across seventeen counties in Alabama. Mobis is located on Mitchell Young Road and produces cockpit & chassis modules, along with bumper assembly & service parts. Currently Mobis Alabama, LLC has approximately 1,400 employees and has generated over \$400 million in capital investments. The capital investment made by Hyundai Motors is approximately \$1.8 billion to date and production levels have steadily increased since opening. Hyundai is currently running at full capacity on all three shifts and just completed a \$410 million expansion of its facilities (See Appendix B). In the past several years there have been 25 accidents at this intersection (See Appendix C). Most of those crashes were due to a failure to yield Right-of-Way. It is imperative the State of Alabama and Montgomery County maintain a proper infrastructure to serve and promote future growth in this industry.
- D. Should this project be funded by the Alabama Transportation and Improvement Program II, The Alabama Department of Transportation Southeast Region (Montgomery Area) has agreed to provide the Preliminary Engineering for this project. It will also perform construction engineering and inspection CE&I services as part of this project.
- E. No cultural or environmental resources will be impacted by this project.
- F. No existing bridges will be impacted by this project.
- G. No new bridges will be required during this project.
- H. No additional right-of way (ROW) will be required by this project.
- I. See Appendix A for a detailed estimate of the project. Total estimated cost of the project is \$345,459.75. **Montgomery County** agrees to participate up to 20% in matching funds associated with this project. Total estimated matching cost of this project is \$69,091.95. Once the project has been completed, **The City of Montgomery** has agreed to provide maintenance of the proposed signal. Total estimated ATRIP portion of this project is **\$276,367.80**.
- J. See Appendix D for detailed traffic data.
- K. See Appendix C for crash data.
- L. See Appendix E for the Traffic Signal Warrant Summary.
- M. Montgomery County is looking towards the future as a multicultural community that is growing together rather than apart. Montgomery County has more historically racially significant locations than anywhere else in the country. A few examples are: The Dexter Avenue Baptist Church including the Martin Luther King Jr. Museum, The Rosa Park Museum, The Montgomery

Greyhound Bus Station, Alabama State University, The Nation Museum and Memorial for Peace and Justice, and many culturally significant Native American sites. Every year thousands of people travel to Montgomery to visit these and many more historical sites. Beyond the history of the County, The Montgomery County Commission has taken a proactive role in promoting racial diversity throughout region. The Montgomery County Commission has adopted its own Equal Employment Opportunity Plan (EEOP) (See Appendix F) which complies and supports with all federal and state laws. Montgomery County has also created a Minority and Women-Owned Business Initiative (See Appendix G) which encourages increased participation by minority's in the procurement process in Montgomery County. (See Appendix I)

N. The life expectancy of this project is 15 years due to the projected traffic volumes associated with this site. See Appendix D for the attached traffic counts. Once the project is complete, ALDOT shall continue to maintain US-80, however the City of Montgomery has agreed to take over maintenance of the signal.

O.

US-80/Mitchell Young Blvd.- MCP 51-15-20

1.	Match Commitment:	Yes						
2.	Pictures/Map of Project Location:	See Appendix H						
3.	Functional Classification:	Major Collector						
4.	Traffic Counts:	See Appendix D						
5.	Project Description:	Intersection Improvements to US-80/Mitchell Young Rd.						
6.	Local Government Project No.	MCP 51-15-20						
7.	Project Cost Estimate	<table><tr><td>\$ 345,459.75</td><td>Total</td></tr><tr><td>\$ 276,367.80</td><td>(ATRIP-II 80%)</td></tr><tr><td>\$ 69,091.95</td><td>(Local 20%)</td></tr></table>	\$ 345,459.75	Total	\$ 276,367.80	(ATRIP-II 80%)	\$ 69,091.95	(Local 20%)
\$ 345,459.75	Total							
\$ 276,367.80	(ATRIP-II 80%)							
\$ 69,091.95	(Local 20%)							
8.	Proposed Project Timeline	May 2021 Letting Date						
9.	Funding Details	Plans/Preliminary Engineering to be performed by ALDOT Matching Funds shall be the responsibility of Montgomery County Signal Maintenance shall be the responsibility of the City of Montgomery (See Appendix I)						

P. See Appendix H for the site maps and photographs of US-80/Mitchell Young Intersection.

SUMMARY

The Montgomery County Commission is committed to delivering this project and the necessary matching funds to make this ATRIP-II project a reality. Should you need any further data related to this route or should you or the selection committee have any additional questions, please feel free to contact the Montgomery County Engineer, George Speake, by email (georgespeake@mc-ala.org) or by phone (334) 832-1310.

Thank you in advance for your consideration.

Sincerely,

Elton N. Dean, Sr., Chairman
Montgomery County Commission

The City of Montgomery, Alabama and Montgomery County Commission
SMALL AND MINORITY BUSINESS SUPPORT INITIATIVE PROGRAM
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the Montgomery County Commission, City of Montgomery and the Moore-Zeigler Group, LLC, a contract services provider, has an effective start date of March 1, 2021 and an ending date of March 1, 2022. During the period of the agreement Moore-Zeigler Group, LLC agrees to provide, at a rate of 7,500.00 per month (60% paid by the city, 40% paid by the county), not to exceed a total cost of \$90,000.00 per year, the following services to Montgomery County Commission and the City of Montgomery.

- Serve as Program Manager to implement the Small and Minority Business Support Initiative Program;
- Strengthen the presence and work of the Small and Minority Business Support Initiative Program by developing results driven initiatives, goals, and metrics;
- Create a resource hub that will allow small and minority business owners access to materials from entrepreneurship experts and business owners while promoting peer-to-peer learning and network building among participants;
- Develop a program offering one-on-one consulting on business planning, operational improvements, and financial planning for DBE's and small business owners.
- Develop partnerships with national groups and organizations that offer guidance and world-class resources;
- Assist program participants with preparation for introductory meetings with potential buyers, procurement, and offices of supplier diversity;
- Assist program participants with preparation and development of bids documents or refer them to resources for assistance;
- Assist program participants throughout the entire offer process, proposal submission, contracts, and payment collection;
- Assist with developing pathways for success for small and minority businesses;
- Engage all active small business resource agencies and business associations to ensure inclusion and representation of all sectors of the business community;
- Convene a series of workshops and summits (encouraged to be virtual due to the pandemic), seminars and forums in partnership with existing small business resource agencies on the local, state, and national levels to assist program participants with being prepared to apply for bids;
- Participate on boards and host regularly scheduled small business summits.

Key Measurements:

- Communication will be disseminated to said potential entities as well as local merchant associations utilizing social media, email, telephone solicitations, texts, and mail-outs;
- Conducting a needs assessment within 45 days to determine what barriers exist to doing business with the City of Montgomery and the Montgomery County Commission for DBE's and small businesses, and develop a plan to remedy this problem;

- Conducting a SWOT analysis of the current program by May 31, 2021 with the need's assessment with recommendations or improvements;
- Work with procurement to meet a goal of 30% MBE and WBE doing business with the city of Montgomery and the Montgomery County Commission;
- Benchmark other cities and gather data on best practices.

Monitoring and Evaluation:

MZG will provide to the city and county a monthly written report detailing all activities performed on behalf of the city and county. MZG will solicit feedback from the city and county as to any specific area or direction each wishes to have addressed and request an evaluation of those activities relative to the effectiveness all MZG activities.

Final Report:

Moore-Zeigler Group will provide to the city and county, a final detailed report at the completion of the 12- month period. The report will be submitted to the city and county 30 days after the contract period is completed.

The Moore-Zeigler Group, LLC, fully understands that the \$7,500.00 per month fee covers all consultant costs to include, but are not limited to, food, lodging, travel, parking or the purchase of administrative supplies. The Montgomery County Commission, City of Montgomery and The Moore-Zeigler Group, LLC concur that his agreement in no way represents full-time or permanent employment, nor does the contract services provider have a claim or right to any benefits paid to any employee of the Montgomery County Commission and City of Montgomery.

The consultant is engaged as an independent contractor and is not eligible for fringe benefits including retirement, medical insurance, FICA matching contributions, etc. All parties understand that this agreement represents a contract relationship and that the contract service provider is fully responsible for paying their own taxes.

The Moore-Zeigler Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

The City of Montgomery

By: _____

Name: _____

Title: _____

Date: _____

Montgomery County Commission

By: _____

Name: _____

Title: _____

Date: _____



J C LOVE, III
PROBATE JUDGE
MONTGOMERY COUNTY

March 5, 2021

Chairman Elton N. Dean, Sr.
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

Re: Voter Registration Kiosk Project

Dear Chairman Dean:

The Montgomery County Probate Court and the Board of Registrars are pleased to announce that Secretary of State John Merrill has chosen Montgomery County to participate in a pilot project designed to increase voter registration and voter participation among younger, college students. During last year's presidential election, we saw countless college students present to the polls to vote, only to discover that their names were not listed on Montgomery County's voter roll. These students registered to vote through various groups that promoted voter registration on various social media platforms – Facebook, Instagram, Twitter, etc. Unfortunately for these students, these groups and organizations obtained these students' personal information and failed to deliver this voter registration information to the Secretary of State or the Board of Registrars for these students to be eligible to vote in the election. On election day, these students presented to the polls to vote, only to discover that their names were not on the voter rolls; and as a result, these students had to vote by a provisional ballot, which ultimately was rejected because they were not registered to vote.

The Voter Registration Kiosk Pilot Project intends to utilize a mobile kiosk solution that will be placed in either the student center, or other high traffic area, at local colleges and universities. The kiosk solution will include a monitor, keyboard, and mouse for users to use when inputting their information into the system. The kiosk will direct users to the Voter Registration page of the Secretary of State's website. The information from the completed voter registration application will be forwarded to the Board of Registrars to determine voter eligibility and then process the registration.

The college presidents and administrations officials at Alabama State University, Auburn University at Montgomery, Faulkner University, Huntington College, Trenholm State Community College and Troy State University at Montgomery are excited about and have committed to participating in the project. We believe that these kiosks will assist these colleges and universities, along with campus student organizations, with encouraging voter registration among their student bodies and increase voter participation among the 18 – 22-year age group. If the program is successful, we can expand the program to them place these kiosk solutions in local high schools.

To bring this project to fruition, we need \$53,932.62 to purchase seven (1) kiosk solutions. Each kiosk solution costs \$7,704.66. In addition to these six (6) kiosks that will be placed at area colleges and universities, we want to purchase one (1) additional kiosk that will be placed inside

Chairman Elton N. Dean, Sr.

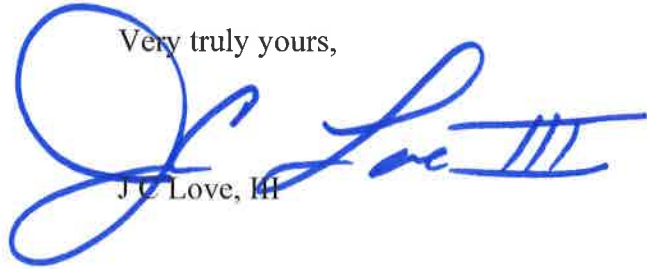
March 5, 2021

Page 2

the lobby of Montgomery County Courthouse Annex II, which also houses the office of the Montgomery County Board of Registrars.

We hope that the Commission recognizes the benefits of the pilot project and will be fully supportive of this endeavor. I am available by telephone to answer any questions or concerns regarding this proposal.

Very truly yours,

A handwritten signature in blue ink, appearing to read "J. C. Love, III". The signature is fluid and cursive, with a large initial "J" and "C" and a stylized "Love" followed by "III".

J. C. Love, III

cc: Doug Singleton, Vice Chair
Dan Harris, Commissioner
Isaiah Sankey, Commissioner
Ronda Walker, Commissioner
Mr. J. E. Snipes, III, Board of Registrars
Mrs. Florence Cauthen, County Administrator
Mr. Darryl Parker, Elections Director
Mr. Octavius M. Jackson, Chief Clerk

[illegible]

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 4/6/2021 - CODE: 001-59320.494								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			56,052	75,000	62,700	75,000	38,927	307,679
BOE-2021-32	Jefferson Davis High School	Marquee Project	3,000					3,000
	Total Appropriations 4/6/2021		3,000	0	0	0	0	3,000
	APPROPRIATED BUDGET BALANCE		53,052	75,000	62,700	75,000	38,927	304,679
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 4/6/2021 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			415,537	147,400	141,800	180,291	164,610	141,400	1,191,038
DR-C-2021-28	Southern Dixie Youth Baseball League	Baseball Programs						10,000	10,000
DR-NC-2021-2	City of Montgomery Parks and Recreation Department	Willie L. Cook, III Community Center for Community Service Programs						2,000	2,000
DR-NC-2021-3	City of Montgomery, Neighborhood Svcs.	Thorington Trace H.A. - Security Gate						23,050	23,050
DR-NC-2021-4	City of Montgomery, Neighborhood Svcs.	Bellehurst Homeowners Association				2,500			2,500
DR-NC-2021-5	City of Montgomery, Neighborhood Svcs.	Mountainview Nbhd. Watch Assoc.				500			500
DR-NC-2021-6	City of Montgomery, Neighborhood Svcs.	Eastbrook-Morningview N. A.				1,500			1,500
DR-NC-2021-7	City of Montgomery, Neighborhood Svcs.	Arrowhead H. A., Inc.				2,500			2,500
DR-NC-2021-8	City of Montgomery, Neighborhood Svcs.	Forest Hills N. A., Inc.				1,000			1,000
DR-NC-2021-9	City of Montgomery, Neighborhood Svcs.	Deerfield N. A.				500			500
DR-NC-2021-10	City of Montgomery, Neighborhood Svcs.	County Downs H. A.				2,500			2,500
DR-NC-2021-11	City of Montgomery, Neighborhood Svcs.	Carol Villa Civic Association				1,000			1,000
DR-NC-2021-12	City of Montgomery, Neighborhood Svcs.	Halcyon Summit Residential Assoc., Inc.				2,500			2,500
DR-NC-2021-13	City of Montgomery, Neighborhood Svcs.	Somerset H.A.				1,000			1,000
DR-NC-2021-14	City of Montgomery, Neighborhood Svcs.	Fox Hollow N. A.				1,500			1,500
DR-NC-2021-15	Alabama State University	Football Program		5,000					5,000
	Total Appropriations 4/6/2021		0	5,000	0	17,000	0	35,050	57,050
	APPROPRIATED BUDGET BALANCE		415,537	142,400	141,800	163,291	164,610	106,350	1,133,988
	County Administrator	Date							



Memo

Re: Invitation To Bid No. 52602-21B-009 Juvenile Detention Staff Uniform
Date: County Commission - Formal Session - Apr 06 2021
To: Montgomery County Commission
From: Cynthia Hill, Buyer I

BACKGROUND INFORMATION:

Request that approval of award on the above referenced Invitation to Bid to the lowest bid received, Koppel Advertising, Inc. in the amount of \$14,679.20, to provide Staff Uniforms be placed on a future agenda. Logo Branders, a local company did not qualify for the 10% foreign entity preference because they did not submit a quoted price for item no.9.

Coordination of award was made with Detention Director Brandi Alexander.

ATTACHED:

[Tabulation 52602-21B-009 Juvenile Detention Staff Uniforms](#)
[Contract 52602-21B-009 Juvenile Detention Staff Uniforms](#)

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52602-21B-009				Logo Branders 1161 Lagoon Business Loop Montgomery, AL 36117 nickole@logobrander.com Minority Vendor Yes No ☒		Cintas 2765 Gunter Park Dr. West Montgomery, AL 36109 ph. 334-260-2880 Minority Vendor Yes No ☒		Municipal & Comm Uniform 2208 3rd Ave. N. Birmingham, AL 35203 edmacsmith@gmail.com Minority Vendor Yes No ☒		Koppel Advertising, Inc. 702 Broadway Ave. Bedford, OH 44146 koppeladv@aol.com Minority Vendor Yes ☒ No		Express Press 1860 E. St. Louis Springfield, Mo., 65802 bids@express.com Minority Vendor Yes No ☒	
DATE ISSUED: January 27, 2021													
DATE OPENED: February 17, 2021													
REQUESTING DEPARTMENT: Youth Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Model No. DT6210 or Approved Equal												
	Men's Raglan District Very Important 3/4												
	Color: Heathered Charcoal/White,												
	Heathered Red, and Heathered Navy/White												
	Size: XS - XL	ea.	40	\$5.00	\$200.00	\$7.00	\$280.00	\$6.40	\$256.00	\$4.84	\$193.60	\$5.42	\$216.80
	Size: 2XL - 4XL	ea.	40	\$6.90	\$276.00	\$7.00	\$280.00	\$8.80	\$352.00	\$6.43	\$257.20	\$8.42	\$336.80
2	Model No. DT355 or Approved Equal												
	District Perfect Tri French Terry Hoodie Adult												
	Color: New Navy, Black, Grey Frost, and												
	Maritime Frost												
	Size: XS - XL	ea.	40	\$18.75	\$750.00	\$24.00	\$960.00	\$24.00	\$960.00	\$17.27	\$690.80	\$19.58	\$783.20
	Size: 2XL - 4XL	ea.	40	\$22.50	\$900.00	\$24.00	\$960.00	\$28.50	\$1,140.00	\$20.24	\$809.60	\$22.58	\$903.20
3	Model No. DM392 or Approved Equal												
	District Lightweight Fleece 1/4 Zip Adult												
	Color: Heathered Navy, Heathered Black,												
	Heathered Grey, and Heathered Deep Royal												
	Size: XS - XL	ea.	40	\$18.75	\$750.00	\$24.00	\$960.00	\$24.00	\$960.00	\$17.27	\$690.80	\$19.58	\$783.20
	Size: 2XL - 4XL	ea.	40	\$22.50	\$900.00	\$24.00	\$960.00	\$28.50	\$1,140.00	\$20.24	\$809.60	\$22.58	\$903.20

Notes:

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52602-21B-009				Logo Branders 1161 Lagoon Business Loop Montgomery, AL 36117 nickole@logobrangers.com Minority Vendor Yes No <u>X</u>		Cintas 2765 Gunter Park Dr. West Montgomery, AL 36109 ph. 334-260-2880 Minority Vendor Yes No <u>X</u>		Municipal & Comm Uniform 2208 3rd Ave. N Birmingham, AL 35203 edmacsmith@gmail.com Minority Vendor Yes No <u>X</u>		Koppel Advertising, Inc. 702 Broadway Ave. Bedford, OH 44146 koppeladv@aol.com Minority Vendor Yes <u>X</u> No		Express Press 1860 E. St. Louis Springfield, Mo., 65802 bids@express.com Minority Vendor Yes No <u>X</u>	
DATE ISSUED: January 27, 2021													
DATE OPENED: February 17, 2021													
REQUESTING DEPARTMENT: Youth Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
4	Model No. F247 or Approved Equal												
	Sport -Tek Tech Fleece 1/4- Zipper Pullover												
	Adult												
	Color: True Red, Grey Heather, & True Royal												
	Size: XS - XL	ea.	40	\$27.50	\$1,100.00	\$34.00	\$1,360.00	\$35.00	\$1,400.00	\$25.08	\$1,003.20	\$28.32	\$1,132.80
	Size: 2XL - 4XL	ea.	40	\$31.25	\$1,250.00	\$34.00	\$1,360.00	\$40.00	\$1,600.00	\$27.49	\$1,099.60	\$31.32	\$1,252.80
5	Model No. F226 or Approved Equal												
	Microfleece Vest Adult												
	Color: Light Royal, Pearl Grey, & Black												
	Size: XS - XL	ea.	40	\$15.00	\$600.00	\$20.00	\$800.00	\$19.00	\$760.00	\$13.93	\$557.20	\$15.18	\$607.20
	Size: 2XL - 4XL	ea.	40	\$18.75	\$750.00	\$20.00	\$800.00	\$24.00	\$960.00	\$16.89	\$675.60	\$18.18	\$727.20
6	Model No. J716 or Approved Equal												
	Active 1/2 -Zip Soft Shell Jackets Adult												
	Color Rich Red												
	Size: S-XL	ea.	40	\$22.50	\$900.00	\$30.00	\$1,200.00	\$28.50	\$1,140.00	\$20.62	\$824.80	\$23.33	\$933.20
	Size: 2XL - 4XL	ea.	40	\$26.25	\$1,050.00	\$30.00	\$1,200.00	\$33.50	\$1,340.00	\$23.59	\$943.60	\$26.33	\$1,053.20

Notes:

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52602-21B-009				Logo Branders 1161 Lagoon Business Loop Montgomery, AL 36117 nickole@logobraders.com Minority Vendor Yes No <u>X</u>		Cintas 2765 Gunter Park Dr. West Montgomery, AL 36109 ph. 334-260-2880 Minority Vendor Yes No <u>X</u>		Municipal & Comm Uniform 2208 3rd Ave. N Birmingham, AL 35203 edmacsmith@gmail.com Minority Vendor Yes No <u>X</u>		Koppel Advertising, Inc. 702 Broadway Ave. Bedford, OH 44146 koppeladv@aol.com Minority Vendor Yes <u>X</u> No		Express Press 1860 E. St. Louis Springfield, Mo., 65802 bids@express.com Minority Vendor Yes No <u>X</u>	
DATE ISSUED: January 27, 2021													
DATE OPENED: February 17, 2021													
REQUESTING DEPARTMENT: Youth Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
7	Model No. J718 or Approved Equal												
	Active Colorblock Soft Shell Jacket Adult												
	Color: Deep Black/True Royal, &White/												
	Rogue Steel												
	Size: XS - XL	ea.	40	\$25.00	\$1,000.00	\$33.00	\$1,320.00	\$32.00	\$1,280.00	\$22.85	\$914.00	\$25.82	\$1,032.80
	Size: 2XL - 4XL	ea.	40	\$28.65	\$1,146.00	\$33.00	\$1,320.00	\$36.50	\$1,460.00	\$25.82	\$1,032.80	\$28.82	\$1,152.80
8	Model No. J342 or Approved Equal												
	Zephyr V-Neck Pullover Adult												
	Color: True Royal, Black & Grey Steel												
	Size:XS - XL	ea.	40	\$9.80	\$392.00	\$12.00	\$480.00	\$12.50	\$500.00	\$7.65	\$306.00	\$8.81	\$352.40
	Size: 2XL - 4XL	ea.	40	\$13.75	\$550.00	\$12.00	\$480.00	\$17.50	\$700.00	\$8.28	\$331.20	\$11.81	\$472.40
9	Model No. J343 or Approved Equal												
	Zephyr 1/2 - Pullover Adult												
	Color: True Royal, Black, & Grey Steel												
	Size: XS - XL	ea.	40	No Bid	No Bid	\$14.50	\$580.00	\$14.00	\$560.00	\$10.58	\$423.20	\$12.09	\$483.60
	Size: 2XL - 4XL	ea.	40	No Bid	No Bid	\$14.50	\$580.00	\$19.00	\$760.00	\$13.55	\$542.00	\$15.09	\$603.60
10	Model No. NE900 or Approved Equal												
	New Era Knit Beanie												
	Color Grey, Slate Grey, & Black	ea.	40	\$7.50	\$300.00	\$10.00	\$400.00	\$9.50	\$380.00	\$6.95	\$278.00	\$7.07	\$282.80
11	Model No. CT103056 or Approved Equal												
	Carhartt Rugged Professional Series Cap												
	Color: Navy and Black	ea.	40	\$11.75	\$470.00	\$12.99	\$519.60	\$15.00	\$600.00	\$10.75	\$430.00	\$11.87	\$474.80

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52602-21B-009					Logo Branders 1161 Lagoon Business Loop Montgomery, AL 36117 nickole@logobranders.com Minority Vendor Yes No ☒		Cintas 2765 Gunter Park Dr. West Montgomery, AL 36109 ph. 334-260-2880 Minority Vendor Yes No ☒		Municipal & Comm Uniform 2208 3rd Ave. N Birmingham, AL 35203 edmacsmith@gmail.com Minority Vendor Yes No ☒		Koppel Advertising, Inc. 702 Broadway Ave. Bedford, OH 44146 koppeladv@aol.com Minority Vendor Yes ☒ No		Express Press 1860 E. St. Louis Springfield, Mo., 65802 bids@express.com Minority Vendor Yes No ☒	
DATE ISSUED: January 27, 2021														
DATE OPENED: February 17, 2021														
REQUESTING DEPARTMENT: Youth Detention Facility														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
12	Model No. T475 or Approved Equal													
	Dry Zone Raglan Pola Adult													
	Kelly Green, Marron, Purple & True Royal													
	Size: XS - XL	ea.	40	\$12.50	\$500.00	\$16.00	\$640.00	\$16.00	\$640.00	\$11.53	\$461.20	\$12.90	\$516.00	
	Size: 2XL -4XL	ea.	40	\$16.25	\$650.00	\$16.00	\$640.00	\$20.50	\$820.00	\$14.50	\$580.00	\$15.90	\$636.00	
13	Optional embroidery for Headwear													
	Montgomery County Juvenile Detention													
	Emblem													
	Size Approximately 3.05" x 3.05"													
	Color: Full Color	ea.	40	\$5.70	\$228.00	\$7.50	\$300.00	\$8.00	\$320.00	\$7.25	\$290.00	\$5.50	\$220.00	
14	Optional embroidery left chest													
	Montgomery County													
	Style: Block													
	Size:1/4"													
	Color: Gold													
	Position Curved Above the Star													
	Montgomery County Juvenile Detention													
	Emblem													
	Size: Approximately 3.05" X 3.05"													
	Full Color													

Notes:

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 52602-21B-009					ShikRushr Inc. dba: Bold & Beautiful Loop 6464 Albion Court Chino, CA 91710 dharmeshrs@gmail.com Minority Vendor Yes No ☒		F&E Sportswear Corp. 1230 Newell Parkway Montgomery, AL 36110 gene@fandonline.com Minority Vendor Yes ☒ No							
DATE ISSUED: January 27, 2021														
DATE OPENED: February 17, 2021														
REQUESTING DEPARTMENT: Youth Detention Facility														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
1	Model No. DT6210 or Approved Equal													
	Men's Raglan District Very Important 3/4													
	Heathered Charcoal/White, Heathered Red, and Heathered Navy/White													
	Size: XS - XL	ea.	40	\$6.75	\$270.00	\$11.78	\$471.20							
	Size: 2XL - 4XL	ea.	40	\$9.75	\$390.00	\$12.63	\$505.20							
2	Model No. DT355 or Approved Equal													
	District Perfect Tri French Terry Hoodie Adult													
	Color: New Navy, Black, Grey Frost, and Maritime Frost													
	Size: XS - XL	ea.	40	\$21.50	\$860.00	\$28.98	\$1,159.20							
	Size: 2XL - 4XL	ea.	40	\$21.50	\$860.00	\$30.58	\$1,223.20							
3	Model No. DM392 or Approved Equal													
	District Lightweight Fleece 1/4 Zip Adult													
	Color: Heathered Navy, Heathered Black, Heathered Grey, and Heathered Deep Royal													
	Size: XS - XL	ea.	40	\$20.10	\$804.00	\$28.98	\$1,159.20							
	Size: 2XL - 4XL	ea.	40	\$20.10	\$804.00	\$30.58	\$1,223.20							

Notes:

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 510	
INVITATION TO BID NO: 52602-21B-009				ShikRushr Inc. dba: Bold & Beautiful Loop 6464 Albion Court Chino, CA 91710 dharmeshrs@gmail.com Minority Vendor Yes ☐ No ☒		F&E Sportswear Corp. 1230 Newell Parkway Montgomery, AL 36110 gene@fandonline.com Minority Vendor Yes ☒ No ☐							
DATE ISSUED: January 27, 2021													
DATE OPENED: February 17, 2021													
REQUESTING DEPARTMENT: Youth Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
4	Model No. F247 or Approved Equal												
	Sport -Tek Tech Fleece 1/4- Zipper Pullover												
	Adult												
	Color: True Red, Grey Heather, & True Royal												
	Size: XS - XL	ea.	40	\$22.00	\$880.00	\$40.18	\$1,607.20						
	Size: 2XL - 4XL	ea.	40	\$25.00	\$1,000.00	\$41.18	\$1,647.20						
5	Model No. F226 or Approved Equal												
	Microfleece Vest Adult												
	Color: Light Royal, Pearl Grey, & Black												
	Size: XS - XL	ea.	40	\$15.00	\$600.00	\$25.38	\$1,015.20						
	Size: 2XL - 4XL	ea.	40	\$17.50	\$700.00	\$27.08	\$1,083.20						
6	Model No. J716 or Approved Equal												
	Active 1/2 -Zip Soft Shell Jackets Adult												
	Color Rich Red												
	Size: S-XL	ea.	40	\$23.00	\$920.00	\$33.78	\$1,351.20						
	Size: 2XL - 4XL	ea.	40	\$25.00	\$1,000.00	\$35.38	\$1,415.20						

Notes:

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 52602-21B-009				ShikRushr Inc. dba: Bold & Beautiful Loop 6464 Albion Court Chino, CA 91710 dharmeshrs@gmail.com Minority Vendor Yes No ☒		F&E Sportswear Corp. 1230 Newell Parkway Montgomery, AL 36110 gene@fandonline.com Minority Vendor Yes ☒ No							
DATE ISSUED: January 27, 2021													
DATE OPENED: February 17, 2021													
REQUESTING DEPARTMENT: Youth Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
7	Model No. J718 or Approved Equal												
	Active Colorblock Soft Shell Jacket Adult												
	Color: Deep Black/True Royal, &White/												
	Rogue Steel												
	Size: XS - XL	ea.	40	\$25.00	\$1,000.00	\$36.98	\$1,479.20						
	Size: 2XL - 4XL	ea.	40	\$28.00	\$1,120.00	\$38.58	\$1,543.20						
8	Model No. J342 or Approved Equal												
	Zephyr V-Neck Pullover Adult												
	Color: True Royal, Black & Grey Steel												
	Size: XS - XL	ea.	40	\$10.00	\$400.00	\$18.58	\$743.20						
	Size: 2XL - 4XL	ea.	40	\$10.00	\$400.00	\$20.38	\$815.20						
9	Model No. J343 or Approved Equal												
	Zephyr 1/2 - Pullover Adult												
	Color: True Royal, Black, & GreySteel												
	Size: XS - XL	ea.	40	\$15.00	\$600.00	\$19.38	\$775.20						
	Size: 2XL - 4XL	ea.	40	\$18.00	\$720.00	\$20.98	\$839.20						
10	Model No. NE900 or Approved Equal												
	New Era Knit Beanie												
	Color Grey, Slate Grey, & Black	ea.	40	\$6.00	\$240.00	\$10.18	\$407.20						
11	Model No. CT103056 or Approved Equal												
	Carhartt Rugged Professional Series Cap												
	Color: Navy and Black	ea.	40	\$16.50	\$660.00	\$14.94	\$597.60						

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 52602-21B-009					ShikRushr Inc. dba: Bold & Beautiful Loop 6464 Albion Court Chino, CA 91710 dharmeshrs@gmail.com Minority Vendor Yes No ☒		F&E Sportswear Corp. 1230 Newell Parkway Montgomery, AL 36110 gene@fandonline.com Minority Vendor Yes ☒ No							
DATE ISSUED: January 27, 2021														
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12	Model No. T475 or Approved Equal													
	Dry Zone Raglan Pola Adult													
	Kelly Green, Marron, Purple,&True Royal													
	Size: XS - XL	ea.	40	\$15.00	\$600.00	\$15.98	\$639.20							
	Size: 2XL -4XL	ea.	40	\$15.00	\$600.00	\$15.98	\$639.20							
13	Optional embroidery for Headwear													
	Montgomery County Juvenile Detention													
	Emblem													
	Size Approximately 3.05" x 3.05"													
	Color: Full Color	ea.	40	No Bid	No Bid	\$5.00	\$200.00							
14	Optional embroidery left chest													
	Montgomery County													
	Style: Block													
	Size:1/4"													
	Color: Gold													
	Position Curved Above the Star													
	Montgomery County Juvenile Detention													
	Emblem													
	Size: Approximately 3.05" X 3.05"													
	Full Color													

Notes:

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 52602-21B-009				ShikRushr Inc. dba: Bold & Beautiful Loop 6464 Albion Court Chino, CA 91710 dharmeshrs@gmail.com Minority Vendor Yes No ☒		F&E Sportswear Corp. 1230 Newell Parkway Montgomery, AL 36110 gene@fandeonline.com Minority Vendor Yes ☒ No							
DATE ISSUED: January 27, 2021													
DATE OPENED: February 17, 2021													
REQUESTING DEPARTMENT: Youth Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Juvenile Detention												
	Style: Block												
	Size: 1/2"												
	Color: Gold												
	Position: Straight Below the Star	ea.	40	No Bid	No Bid	\$5.00	\$200.00						
15	Optional Embroidery Right Chest												
	Name/ Position	ea.	40	No Bid	No Bid	\$5.00	\$200.00						
	Total Cost of Items 1 - 12				\$15,428.00		\$22,338.80						
	Total Cost of Items 1 - 15				\$15,428.00		\$22,738.80						
	55 Bids Emailed												

Notes:

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 6th day of April, 2021, between Koppel Advertising, Inc of Bedford, Ohio and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Koppel Advertising, Inc. owns and operates a business and agrees to furnish uniforms for Montgomery County Juvenile Detention Office, in accordance with all provisions and specifications of Invitation to Bid No. 52602-21B-009, as issued by the Montgomery County Commission on January 27, 2021 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Koppel Advertising, Inc. and Montgomery County Commission agree as follows:

1. All terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. The period of the contract will be for three (3) years, beginning April 6, 2021 and ending April 5, 2024. That prices stipulated in the bid by Koppel Advertising, Inc. shall remain firm for the entire contract period.
3. Quoted prices will remain firm for the duration of the contract.
4. Koppel Advertising, Inc. shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
5. Montgomery County Commission and Koppel Advertising, Inc. reserves the right to cancel this contract at any time during the contract period, providing either party gives a thirty (30) day written notice.
6. That Koppel Advertising, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Koppel Advertising, Inc. death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Koppel Advertising, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Koppel Advertiser, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are

groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 6th day of April, 2021.

WITNESS:

KOPPEL ADVERTISING, INC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Memo

Re: Invitation to Bid 52110-21B-013 Mobile Fingerprint Collection Devices & Fingerprint Identification Software for Mobile Devices
Date: County Commission - Formal Session - Apr 06 2021
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request approval of award on the above referenced Invitation to Bid to the only responsible bidder, NEC Corporation of America, in the amount of \$64,560.00, to be placed on a future agenda. (Copy of Spreadsheet attached.)

Coordination of award made with Derrick Cunningham, Sheriff.

ATTACHED:

[Spreadsheet - Mobile Fingerprint Collection Devices](#)

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:



Memo

Re: Hire Traffic Control Technician I at Pay Grade S04, Step 5
Date: County Commission - Formal Session - Apr 06 2021
To: Montgomery County Commission
From: George Speake, County Engineer

BACKGROUND INFORMATION:

City-County Personnel announced a Traffic Control Technician I (TCT I) position on February 1, 2021, for which we received only one application. The sole applicant is currently employed as a County Road Equipment Operator I (CREO I) at Pay Grade S04, Step 5, which is the same salary the former TCT I employee was receiving. We are requesting approval to fill the vacant TCT I position with the applicant at his current salary, Pay Grade S04, Step 5.

FINANCIAL IMPACT:

Both the CREO I and the TCT I positions are funded in our current budget. There will be no salary increase associated with this proposal. As such, there will be no financial impact by filling the TCT I position as described.

RECOMMENDATION:

Approval to fill the vacant TCT I position at Pay Grade S04, Step 5, is requested.

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Board of Registrars **Department Head:** Buddy Snipes
Supervisor: Buddy Snipes

POSITION INFORMATION:

Title: Administrative Support Associate **Number:** 290013006 - Replace A. Davis
Pay Grade: A03 **Pay Range:** \$26,399 - \$39,442
Type of Hire: New **Type of Appointment:** Permanent
Proposed Effective Date: May 3, 2021

DEPARTMENT INFORMATION:

Buddy Snipes
Department Head

April 1, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

April 1, 2021
Date

Sherrill Thomas
Finance Director

April 1, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

April 1, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Board of Registrars **Department Head:** Buddy Snipes
Supervisor: Buddy Snipes

POSITION INFORMATION:

Title: Administrative Support Specialist **Number:** 290015005 - Replace M Jones
Pay Grade: A04 **Pay Range:** \$29,628 - \$44,267
Type of Hire: New **Type of Appointment:** Permanent
Proposed Effective Date: May 3, 2021

DEPARTMENT INFORMATION:

Buddy Snipes
Department Head

April 1, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

April 1, 2021
Date

Sherrill Thomas
Finance Director

April 1, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

April 1, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Inmate Grievance /
Disciplinary Clerk

Number: 500454109 (Replace of
W. Montgomery)

Pay Grade: A04

Pay Range: 28,765 - 42,978

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** April 19, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

March 16, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

March 16, 2021
Date

Sherrill Thomas
Finance Director

March 16, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

March 22, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Corrections Officer
Trainee

Number: 500419019(Replace of K.
Schofield)

Pay Grade: PCT

Pay Range: 31,299

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** March 22, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

March 10, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

March 11, 2021
Date

Sherrill Thomas
Finance Director

March 11, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

March 11, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Corrections Officer
Trainee

Number: 500419226 (Replacement
of K. Wright)

Pay Grade: PCT

Pay Range: 31,299

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** April 12, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

March 15, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

March 15, 2021
Date

Sherrill Thomas
Finance Director

March 15, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

March 15, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Corrections Officer
Lieutenant

Number: 500422064(Replace of
Charles Collier)

Pay Grade: PC4

Pay Range: 47,217 - 70,548

Type of Hire: Promotional

Type of Appointment: Permanent

**Proposed
Effective Date:** May 3, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

April 1, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

April 1, 2021
Date

Sherrill Thomas
Finance Director

April 1, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

April 1, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Engineering

Department Head: GEORGE SPEAKE

Supervisor: George Speake

POSITION INFORMATION:

Title: Fuel Transport Operator **Number:** 650554009 Replace D Turner

Pay Grade: S08 **Pay Range:** 32,195 - 48,101

Type of Hire: Promotional **Type of Appointment:** Permanent

Proposed Effective Date: April 19, 2021

DEPARTMENT INFORMATION:

GEORGE SPEAKE

Department Head

March 30, 2021

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

March 30, 2021

Date

Sherrill Thomas

Finance Director

March 30, 2021

Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen

County Administrator

March 31, 2021

Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: MCC/Finance

Department Head: Sherrill Thomas

Supervisor: Twyla Jackson

POSITION INFORMATION:

Title: Account Clerk

Number: 210116003 Replace C Frasier

Pay Grade: A04

Pay Range: \$28,765 - \$42,978

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: April 26, 2021

DEPARTMENT INFORMATION:

Sherrill Thomas
Department Head

March 26, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

March 26, 2021
Date

Sherrill Thomas
Finance Director

March 26, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

March 29, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Sheriff's Office

Department Head: Derrick Cunningham

Supervisor: Kevin Murphy

POSITION INFORMATION:

Title: Deputy Sheriff Trainee **Number:** 550430074(Replace of Hugh Ratsch)

Pay Grade: PST **Pay Range:** 38,236

Type of Hire: New **Type of Appointment:** Permanent

Proposed Effective Date: April 12, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

March 12, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

March 12, 2021
Date

Sherrill Thomas
Finance Director

March 15, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

March 15, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Sheriff's Office

Department Head: Derrick Cunningham

Supervisor: Kevin Murphy

POSITION INFORMATION:

Title: Deputy Sheriff Trainee

Number: 550430075(Replace of Shon Wright)

Pay Grade: PST

Pay Range: 38,236

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: April 6, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

March 12, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

March 12, 2021
Date

Sherrill Thomas
Finance Director

March 15, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

March 15, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Sheriff's Office

Department Head: Derrick Cunningham,
Sheriff

Supervisor: Kevin Murphy

POSITION INFORMATION:

Title: Deputy Sheriff Cadet

Number: 550433002(Replace of
Jaysha Taylor)

Pay Grade: A01

Pay Range: 20,635 - 30,830

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** April 12, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham, Sheriff
Department Head

March 25, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

March 26, 2021
Date

Sherrill Thomas
Finance Director

March 26, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

March 29, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Apr 06 2021

Department: Youth Facility/Detention

Department Head: Brandi K. Alexander

Supervisor: Brandi Alexander

POSITION INFORMATION:

Title: Cook

Number: 900442045 - Replace K Ensley

Pay Grade: A02

Pay Range: \$23,605-\$35,270

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: May 3, 2021

DEPARTMENT INFORMATION:

Brandi K. Alexander
Department Head

March 29, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

April 1, 2021
Date

Sherrill Thomas
Finance Director

April 1, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

April 1, 2021
Date

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

Check Mode of Transportation: County Vehicle
Private Vehicle

Commercial Air
Other (Specify) _____

Total (est.) Cost: _____

Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

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

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval: _____

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

Check Mode of Transportation: County Vehicle
Private Vehicle

Commercial Air
Other (Specify) _____

Total (est.) Cost: _____

Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval: _____

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

Check Mode of Transportation: County Vehicle
Private Vehicle

Commercial Air
Other (Specify) _____

Total (est.) Cost: _____

Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

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

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

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

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval: _____

Date _____

County Administrator

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

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

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department Head: _____

Destination: _____

Departure Date: _____ Return Date: _____

Purpose of Travel: _____

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

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

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

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

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

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

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

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

Check Mode of Transportation: County Vehicle
Private Vehicle

Commercial Air
Other (Specify) _____

Total (est.) Cost: _____

Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

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

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____



Memo

Re: Bid Award for Inmate Telephone and Video Visitation Services
Date: County Commission - Formal Session - Apr 06 2021
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request approval of award of a three (3) year contract on the above referenced Invitation to Bid to ICS Solutions, for a commission rate of 88% for Part I: Inmate Telephone System and a commission rate of 64% for Part II: Video Visitation Service being paid to Montgomery County, be placed on a future agenda.

ICS offered the best overall solution to the Montgomery County Detention Facility for Part I: Inmate Telephone and Part II: Video Visitation Services.

Coordination of award made with Derrick Cunningham, Sheriff.

ATTACHED:

[Inmate Telephone Service](#)

[Contract No. 52200-21B-003 - Inmate Telephone and Video Visitation](#)



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Florence Cauthen, County Administrator

From: Derrick Cunningham, Sheriff

Date: December 30, 2020

Re: Invitation to Bid No. 52200-21B-003
Installation, Service and Operations of the Inmate Telephone and
Video Visitation Services

I request approval of award on the above referenced Invitation to Bid to Inmate Calling Solutions, LLC dba ICSolutions, for a commission rate of 88% for Part I: Inmate Telephone Systems and a commission rate of 64% for Part II: Video Visitation Service being paid to Montgomery County, be placed on a future agenda.

Inmate Calling Solutions dba ICSolutions offered the best overall solution to the Montgomery County Detention Facility for Part I: Inmate Telephones and Part II: Video Visitation Services.

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

DC/ms

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
OFFICE 334.832.4980
FAX 334.832.7113

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

www.montgomerysheriff.com

Purchasing Department
Montgomery County Commission

[illegible]

Notes:

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 28th day of May 2021, between Inmate Calling Solutions, LLC dba ICSolutions, San Antonio, Texas, and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, ICSolutions owns and operates a business and agrees to provide inmate telephone and video visitation services to Montgomery County Detention Facility, in accordance with all provisions and specifications of Invitation to Bid No. 52200-21B-003, as issued by the Montgomery County Commission on October 23, 2020 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

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

1. All terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. The initial contract period will be for three (3) years, beginning May 28, 2021 and ending May 27, 2024. At Montgomery County Commission sole discretion, the contract may be extended up to three (3) additional years in one (1) year periods. The County shall provide ICSolutions a ninety (90) day notice of intent to renew agreement. All terms and conditions shall remain the same during the subsequent renewal periods.
3. ICSolutions agrees to pay Montgomery County Commission an eighty-eight percent (88%) commission rate of total gross revenue for Inmate Telephone Services and a sixty-four percent (64%) commission rate for Video Visitation Services.
4. ICSolutions agrees to pay Montgomery County Commission its estimated quarterly commissions for all services in advance at the beginning of each three (3) month contract period. The initial quarterly commission payment will be one hundred and fifty-five thousand dollars (\$155,000.00) for the first three (3) contract months made payable to Montgomery County Commission immediately upon activation of ICSolutions' services. At the end of the three (3) month contract period, ICSolutions will adjust the prepaid commissions for that quarter based upon actual revenues generated by ICSolutions' services and the proposed commission rates. ICSolutions will prepay Montgomery County Commission's estimated commissions for the next quarter based upon the total gross revenue generated in the previous quarter.
5. Quoted commission, rates and/or surcharges shall remain firm for the duration of the contract, unless the Montgomery County Commission and ICSolutions mutually agree in writing to modify such commission, rates and/or surcharges.

6. ICSolutions agrees to install, operate and maintain its Inmate Communications Operating System and Video Visitation Service System and associated equipment.
7. ICSolutions shall at all times be in compliance with all specifications and provisions within the Invitation to Bid.
8. Montgomery County Commission and ICSolutions reserves the right to cancel this contract at any time during the contract period, providing either party gives a one hundred and eighty (180) day written notice.
9. ICSolutions shall not sell, assign, transfer, or convey any of its rights in this contract except with the written consent of the Montgomery County Commission.
10. ICSolutions shall comply with all laws, rules and regulations affecting its obligations in conjunction with the provision of the including, without limitation, those relating to provision of information to End Users regarding inmate telephone calls, operator services and video visitation.
11. ICSolutions agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of ICSolutions death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of ICSolutions, its employees, agents and officers. ICSolutions agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. ICSolutions also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
12. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and ICSolutions.
13. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 28th day of May 2021.

WITNESS:

INMATE CALLING SOLUTIONS, LLC
DBA ICSOLUTIONS

By: _____

Title: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

By: _____

Title: _____