AGENDA

County Commission - Formal Session Meeting

10:00 AM - June 15, 2021

Montgomery County Courthouse, Annex III

Personnel Travel 1
Risk Management Travel 3

REPORTS FROM STAFF

County Attorney

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

MONTGOMERY COUNTY COMMISSION
MEETING DATE JUNE 15, 2021

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 5-28-2021 AND 6-1-2021	
Check Numbers: 301953 – 302181	Total Checks Paid: $ 809,234.13

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 6-4-2021	
Check Numbers: 302182 – 302274	Total Checks Paid: $ 500,678.16

EFT's included in amounts

PAYROLL CHECKS DATED 6-4-2021	
Check Numbers: 136339 – 136407	Total: $ 95,441.54
Direct Deposits	Total: $ 1,489,255.98
Federal Deposits	Total: $ 298,135.94
Total Payroll Paid	Total: $ 1,882,833.46

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

Memo

Re:	Amendment No. 2 Midsouth Paving, Inc.
Date:	County Commission - Formal Session - Jun 15 2021
To:	Montgomery County Commission
From:	Khristie Davis, Buyer I

BACKGROUND INFORMATION:
Request the approval of the attached Amendment No. 2 to Midsouth Paving, Inc. to provide high performance asphalt cold path.

Amendment No. 2 will allow the contract to extend for one (1) year, beginning July 22, 2021 and ending July 21, 2022.

Prices and all other provisions will remain the same.

This contract extension was coordinated with George Speake, County Engineer.

ATTACHED:
Amendment No. 2 Contract No. 53000-19B-015 Midsouth Paving, Inc.

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

Amendment
to
Contract No. 53000-19B-015
High Performance Asphalt Cold Patch

Amendment No. 2

Contract with Midsouth Paving, Inc. to provide high performance asphalt cold patch is hereby extended for one (1) year, beginning July 22, 2021 and ending July 21, 2022.

Prices and all other provisions of the contract shall remain the same.

WITNESS:	MIDSOUTH PAVING, INC.
__________________________	BY: ____________________________________
	TITLE: __________________________________
WITNESS:	MONTGOMERY COUNTY COMMISSION
__________________________	BY: ____________________________________
	TITLE: __________________________________

Memo

Re:	Amendment No. 2 Wiregrass Construction Company, Inc.
Date:	County Commission - Formal Session - Jun 15 2021
To:	Montgomery County Commission
From:	Khristie Davis, Buyer I

BACKGROUND INFORMATION:
Request the approval of the attached Amendment No. 2 to Wiregrass Construction Company, Inc. to provide bituminous plant mix.

Amendment No. 2 will allow the contract to extend for one (1) year, beginning July 22, 2021 and ending July 21, 2022.

Prices will increase 4.75% in accordance with the contract.

All other provisions will remain the same.

This contract extension was coordinated with George Speake, County Engineer.

ATTACHED:
Amendment No. 2 Contract No. 53000-19B-017 Wiregrass Construction Company, Inc.

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

Amendment
to
Contract No. 53000-19B-017
Bituminous Plant Mix

Amendment No. 2

Contract with Wiregrass Construction Company, Inc. to provide bituminous plant mix is hereby extended for one (1) year, beginning July 22, 2021 and ending July 21, 2022.

Prices will increase 4.75% in accordance with the contract.

All other provisions of the contract shall remain the same.

WITNESS: WIREGRASS CONSTRUCTION COMPANY, INC.

__________________________ BY: ____________________________________

TITLE: __________________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

__________________________ BY: ____________________________________

TITLE: __________________________________

Memo

Re:	Property and Liability Insurance Broker Services
Date:	County Commission - Formal Session - Jun 15 2021
To:	Montgomery County Commission
From:	Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:
An RFP was released for Property and Liability Insurance Broker Services. Five responses were received including one declination. Based on the proposals received, I recommend the Property and Liability Insurance Broker Services be awarded to the Stark Agency.

ATTACHED:
Montgomery County AJG (Partnering with Starke) Contract 7.1.2021
MCC Starke Letter
Co-Broker Agreement

CLIENT SERVICES AGREEMENT

This Client Services Agreement (this "**Agreement**") is made and entered into as of the 1st day of July, 2021 (the "**Effective Date**") by and between Montgomery County Commission, an Alabama governmental entity ("**Client**"), and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation, and its licensed brokerage affiliates ("**Gallagher**"). Client and Gallagher shall each be referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the "**Services**").

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a term of one (1) year. This Agreement shall automatically renew on the first anniversary of the Effective Date and annually thereafter for consecutive additional periods of one (1) year each. This Agreement may be terminated by either Party at any time upon thirty (30) days' prior written notice. In the event of any such termination, Gallagher will work with Client during such 30-day period to transition its account as directed.

II. SERVICES

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client's insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client's failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client's insurance coverage altogether.
B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client's risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client's behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client's policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client's policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

D. Client has no obligation to purchase an insurance product through Gallagher.

III. COMPENSATION, TAXES AND FEES

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted, the Services may include fees in lieu of or in addition to commission for placement of insurance. If Gallagher receives fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. Fees for post insurance placement Services may also be included in Exhibit A.

B. Gallagher's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). All amounts shall be due and payable to Gallagher in U.S. dollars, within thirty (30) days after Client's receipt of the applicable invoice. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. Client shall inform Gallagher in the event that Client's business operations change substantially, including the applicable risks insured. Under such circumstances, Client and Gallagher will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Gallagher hereunder.

C. Where applicable, insurance coverage placements and other Services provided by Gallagher may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which Gallagher will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to Gallagher hereunder.

IV. ADDITIONAL COMPENSATION AND FEES

A. In addition to the fees and/or commissions set forth in Exhibit A or otherwise described herein, Gallagher may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients.

B. Any compensation that Gallagher receives from insurance carriers may differ depending on the market and the insurance product placed on Client's behalf. Gallagher may receive additional compensation from insurance carriers in the form of contingent and supplemental commissions, bonus commissions, overrides or expense reimbursements. Any such fees or commission will not constitute compensation to Gallagher per Section III above.

C. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies or premium finance companies, such nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement upon written notice to Client, at its sole option. Further, the applicable insurance carrier may terminate the associated coverage for nonpayment. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless, and solely to the extent that, such return premiums or other payments are disputed by Client.

V. CONFIDENTIALITY & DATA PRIVACY

A. As used in this Agreement, Confidential Information means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the placement of insurance and/or the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). In addition, Gallagher may also utilize anonymized/de-identified Client data in connection with data analytics, service enhancement initiatives and similar business purposes. Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

VI. DISPUTE RESOLUTION

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

VII. LIABILITY LIMITATIONS & INDEMNIFCATION

The selected vendor 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 the successful vendor, 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. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense.. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed $20,000,000. This provision applies to the fullest extent permitted by applicable law.

VIII. MISCELLANEOUS

A. Indemnification. See VII

B. Advisory Services. The Services provided by Gallagher, its employees and affiliated companies do not constitute legal or tax advice. Client must consult with its own legal and financial advisors to become fully apprised of any legal or financial implications to its business.

C. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of a Party’s insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either Party, except with the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such Party’s obligations hereunder.

D. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

E. Governing Law & Venue. This Agreement and any Dispute relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law rules. Any litigation under Section VI.A of this Agreement shall be brought in federal or state court in Cook County, Illinois.

F. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

G. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

H. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

I. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

J. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings as to such matters.

K. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date

Arthur J. Gallagher Risk Management Services, Inc.	**Montgomery County Commission**
By:	By:
Name:	Name:
Title:	Title:

EXHIBIT A

A. The following outlines Services provided by Gallagher over the term of this Agreement:

1. Customary insurance brokerage services

B. Fee for Services:

1. Customary brokerage commissions paid for by the insurance companies

Client Signature __________________________

Date ______________________________

Starke

Starke Agency, Inc / confidence moving forward

June 11, 2021

RE: Starke/Gallagher Strategic Partnership

Dear County Commissioners,

We understand the pressure elected officials face to keep business local. However, in the complexity of your insurance decisions, you want access to the tools and resources that a national company can provide but still prefer local service. With that in mind, Starke Agency is pleased to partner with Arthur J. Gallagher & Co to provide solutions for your public risk. This partnership provides public risk expertise, extensive tools and resources, and local service. A shared commitment to excellence, trust, and customer satisfaction makes the partnership a strong alliance and wise choice for your insurance needs.

Like Starke Agency, Arthur J. Gallagher & Co was founded in the 1920's. With a large amount of public sector risk data and industry knowledge, they bring a deep understanding of compliance and legal issues. The capability to tailor a comprehensive risk management solution, extensive risk management tools, and claims management solutions allow Arthur J. Gallagher & Co. to provide controlled costs and sustainable, positive results for public risk.

Since 1929, Starke Agency has served Montgomery County. Attention to detail and customer satisfaction has been the driving force in the firm's growth and success. Our philosophy of providing local service with local people, coupled with strategic partnerships, allow us to provide unparalleled coverage and service for our clients. With participation in local government, community volunteer involvement, and vested interest in seeing the region succeed, Starke Agency looks forward to continued service to our area in being a trusted advisor.

Together, Starke Agency and Arthur J. Gallagher& Co. provide a vast array of experience, unparalleled resources, and dedication to providing local and excellent service to mitigate your government's risk.

Sincerely,

Andy Flowers

Andy Flowers, CPCU, CIC
Vice-President
Phone: (877) 239-1208 | Fax: (334) 264- 3375
Mobile (334) 306-3347
Email: aflowers@starkeagency.com

CO-BROKER AGREEMENT

This Co-Broker Agreement (this "**Agreement**") is made effective as of the date set forth in the signature block below (the "**Effective Date**") between the undersigned licensed insurance broker ("**Company**") and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation ("**Gallagher**"). Company and Gallagher are each referred to in this Agreement as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Company and Gallagher desire to cooperate in connection with the performance of certain services (collectively, the "**Services**," as further described in this Agreement) for identified clients or prospective clients (collectively, "**Clients**") from time-to-time in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Parties' mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Services.**

   a. The Parties will perform Services for Clients in accordance with the terms and conditions of this Agreement, and as further described in a completed "**Service Addendum**," in the form attached hereto as Exhibit A, which shall be completed for each Client serviced pursuant to this Agreement. Each Service Addendum shall be incorporated into and become a part of this Agreement upon its completion and mutual execution. The Service Addendum shall designate one Party as the "**Primary Broker**" and the other party as the "**Secondary Broker**." This Agreement shall apply to all business submitted by Primary Broker to Secondary Broker for placement by Secondary Broker with its respective insurance markets, including all policies, renewals or endorsements (collectively, "**Insurance Policies**") previously placed and in force as of the date hereof.

   b. Unless Secondary Broker otherwise agrees in writing, Primary Broker shall have no authority to (i) bind coverage on behalf of Secondary Broker or any insurance company Secondary Broker represents; or (ii) make any representations on Secondary Broker's behalf. No applications submitted for Secondary Broker's consideration will be effective until Secondary Broker accepts such applications in writing. Secondary Broker will incur no liability for its failure to accept any application. In connection with applications accepted by Secondary Broker, Secondary Broker will use commercially reasonable efforts to obtain insurance coverage from its markets for risks on behalf of Clients submitted to it by Primary Broker. Notwithstanding anything to the contrary set forth in this Agreement, Secondary Broker does not guarantee that it can or will obtain insurance for Primary Broker's Clients.

   c. Primary Broker agrees to carefully review Insurance Policy documentation received from Secondary Broker for accuracy and to determine, among other things, whether the Insurance Policy documentation is (a) as requested; (b) consistent with all information provided by Primary Broker and the applicable Client; (c) adequate and appropriate for the Client's needs; and (d) consistent with other insurance issued to Client for the applicable policy period. Primary Broker agrees to promptly deliver the Insurance Policy documentation to Client and to communicate to Secondary Broker any questions it or its Client may have regarding such documentation or the risks insured by the Insurance Policy or otherwise.

2. **Compensation and Expenses.**

   a. Primary Broker shall receive and hold all funds collected from Clients, including gross commissions and/or fees (referred to herein as "**Commissions**"), as well as any premium, in a fiduciary capacity and report and transmit such funds to Secondary Broker or the applicable insurance market, as required by Secondary Broker, but in no event later than thirty (30) days from the date the Insurance Policy is bound. Primary Broker will make no deductions from such funds, except for Primary Broker's portion of Commissions as agreed with Secondary Broker. Primary Broker will pay all premiums and taxes due on Insurance Policies bound or written to Secondary Broker, whether or not it is collected from the Client, and will ensure that all Insurance Policies are properly countersigned and pay any countersignature fees. If Primary Broker does not pay any sums due and payable under this Agreement, Primary Broker will pay Secondary Broker's reasonable costs of enforcement and collection, including attorney's fees, whether or not any action or proceeding is brought to enforce this provision.

b. Secondary Broker will pay Primary Broker its portion of Commissions as specified in each Service Addendum within thirty (30) days after receipt by Secondary Broker to the extent Commissions were not already retained by Primary Broker. In the event Secondary Broker is obligated to return to any insurance carrier any portion of Commissions as a result of an Insurance Policy cancellation or otherwise, Primary Broker will refund to Secondary Broker Primary Broker's proportionate share of Commissions upon Secondary Broker's request. Primary Broker shall be responsible for ensuring that any Commissions or other fees charged to Clients satisfy all applicable state regulations governing such transactions.

c. Primary Broker and Secondary Broker shall each bear and pay all charges and expenses incurred in their operations including, without limitation, compensation of their employees, office expenses, postage, license fees and other charges, as well as fees associated with their membership and subscription in any bureau or association.

3. **Term and Termination.** This Agreement shall begin on the Effective Date and will be in effect for one (1) year, and shall thereafter automatically renew for additional one-year terms until terminated by either Party in accordance with the terms of this Agreement. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days' written notice. This Agreement shall automatically terminate in the event the other Party: (i) loses its license to engage in the Services and other activities contemplated by this Agreement, (ii) engages in fraudulent or otherwise illegal activities of any kind involving the business of insurance, or (iii) fails to timely pay any amounts due to be paid to the other Party hereunder within ten (10) days' notice of any such failure. The termination of this Agreement shall not affect any rights and obligations of the Parties that are expressly contemplated to survive the termination of this Agreement, as well as other provisions that by their nature survive termination, including but not limited to, Section 2 – Compensation and Expenses, Section 7 – Confidentiality, Section 12 – Indemnification and Section 15 – Liability Limitation.

4. **Relationship of the Parties.** Each Party is an independent contractor and shall not be deemed an employer, partner, agent, representative or joint venturer of or with the other Party. Primary Broker acknowledges that in submitting risks on behalf of Clients to Secondary Broker for placement of insurance, Primary Broker shall be deemed to be acting as the representative of such Clients and not of Secondary Broker or of any insurance carrier. Neither Party shall appoint the other Party's agents or subagents for purposes of this Agreement. Neither Party shall make any (i) agency agreements on behalf of the other Party or (ii) agreements rendering or purporting to make the other Party liable for the payment of expenses, Commissions or any other sums. Neither Party shall make, alter, discharge or waive any of the terms or conditions of any Insurance Policy, contract or receipt of the other Party or to extend time of payment of any premium or to accept payments on behalf of the other Party or to bind or obligate the other Party or subject the other Party to any liability.

5. **Audits; Insurance Program Accounts.** The Parties shall be responsible for maintaining an appropriate system of accounting for the right to receive and disburse the premiums, Commissions and other sums received by them pursuant to this Agreement. Upon request of the other Party, at reasonable times and frequencies, each Party shall provide the other Party with statements detailing the receipt and disbursement of payments received in connection with the placements of Insurance Policies. In addition, Primary Broker shall provide Secondary Broker with a detailed reconciliation of all invoices within thirty (30) days following the close of each calendar quarter.

6. **Claims.** For those Insurance Policies requiring direct reporting of claims (claims that go directly from the Primary Broker to the insurer), Primary Broker shall, upon receipt of verbal or written notice, immediately notify the insurer(s), in accordance with the Insurance Policy, of all claims, suits and notices of loss arising under Insurance Policies placed by Secondary Broker pursuant to this Agreement. For those Insurance Policies requiring reporting of claims to Secondary Broker, Primary Broker shall, upon receipt of verbal or written notice, immediately notify Secondary Broker, in accordance with the Insurance Policy, of all claims, suits and notices of loss arising under Insurance Policies placed by Secondary Broker pursuant to this Agreement. Secondary Broker shall not be deemed to be an insurer and shall have no obligation, nor any liability whatsoever with respect to any loss, claim, damage or other injury incurred by any person in connection with the Insurance Policies.

7. **Confidentiality.** Each Party ("**Disclosing Party**") expects to disclose certain Confidential Information (as defined below) to the other Party ("**Recipient**"). Recipient shall treat as confidential all information furnished by Disclosing Party (whether information of Disclosing Party, Clients or any other third party) that by its nature ought to be recognized as confidential or proprietary or is indicated to be confidential (collectively, the "**Confidential Information**") and shall not divulge the same to third parties without Disclosing Party's prior written consent, unless and until the Confidential Information has lawfully become public knowledge through no action by Recipient; provided, however that Recipient shall be entitled to disclose Confidential Information to insurance carriers, benefits providers and other intermediaries on a confidential basis in connection with the performance of Services hereunder. Confidential Information shall include, but is not limited to, all insurance information and documents

relating to current, former and potential insurance or insurance-related programs including names and lists of programs, policy expiration dates, policy terms, conditions and rates and risk characteristics, as well as all Client and carrier information and documents. Recipient shall promptly notify Disclosing Party if any Confidential Information is disclosed to a third party without prior authorization, and Recipient shall take steps to mitigate the harm from such unauthorized disclosure, including immediately attempting to obtain all copies of the Confidential Information in the third party's possession or control. The Parties' obligations of confidentiality pursuant to this Section 7 shall survive termination of this Agreement for a period of three (3) years, except that any obligations of confidentiality with respect to Confidential Information that alone, or in combination with other information, uniquely identifies an individual shall survive indefinitely. The Parties acknowledge that remedies at law may be inadequate to protect the Parties from a breach of this Section; accordingly, either Party shall be entitled to seek injunctive relief to prevent disclosure of Confidential Information without posting a bond or having to prove actual damages.

8. **Representation and Warranties.**

a. Each Party represents and warrants that it holds all relevant licenses and appointments to conduct the Services required by any state in which the Services may be rendered now or at any time during the term of this Agreement, and each Party will advise the other Party in writing immediately concerning any change in its licensing status. Each Party further represents and warrants that (i) by entering into this Agreement, it is not violating any other agreement, (ii) it has the full power and authority to execute and perform under this Agreement, and (iii) its representative signing this Agreement has been properly authorized and empowered to do so.

b. Company represents and warrants that neither it nor any of its employees or contractors is in any way affiliated with any Clients in which they are engaged pursuant to this Agreement. As used herein, "affiliated with" means maintaining any ownership or management interest in, or serving on behalf of, (whether in an elected or appointed capacity) any Client.

9. **Compliance with Laws.** The Parties shall comply with all applicable laws, rules, regulations, orders and other legal requirements, including all applicable privacy, confidentiality and information security-related laws, anti-terrorism and anti-money laundering laws, abandoned/unclaimed property laws, and all laws applicable to or that otherwise affect the Insurance Policies and other regulated documents issued pursuant to this Agreement, regardless of whether such laws or regulations are specifically referred to in this Agreement. Each Party agrees to provide the other Party copies of licenses and certificates of insurance upon request. Primary Broker further warrants that it has not and will not pay or tender, directly or indirectly, any commission or finders or referral fee to any person or firm in connection with its activities on behalf of Secondary Broker under this Agreement.

10. **Records and Expirations.**

a. All of Primary Broker's books, records, expirations and renewals shall be and remain the property of Primary Broker, and shall be treated as Confidential Information hereunder. Primary Broker will be the Broker of Record on Insurance Policies, and Secondary Broker will not take any action that could be construed as moving an Insurance Policy away from Primary Broker without authorization from the Client, unless required to do so by law. Notwithstanding the foregoing, if at any time during the term of this Agreement Primary Broker does not properly account for and promptly pay Secondary Broker or the insurance carrier, as applicable, the premiums and Commissions that are due in connection with Insurance Policies, the records, expirations and renewals of Insurance Policies will thereafter belong to Secondary Broker, provided that Secondary Broker shall first give Primary Broker ten (10) days' written notice of any such failure and an opportunity to cure the non-payment during such 10-day period. Secondary Broker will not take ownership of expirations or records solely because of routine differences in accounting or errors as long as Primary Broker has promptly paid all premiums and/or Commissions that are not in dispute. If Secondary Broker assumes control, Secondary Broker will use responsible business judgment in attempting to negotiate a sale of the expirations and renewals. Secondary Broker will be accountable to Primary Broker for any sums collected, less expense, in excess of the sums Primary Broker owes Secondary Broker. Primary Broker will remain responsible for any sums Primary Broker owes Secondary Broker that exceed the net amount Secondary Broker receives from the sale.

b. Secondary Broker will remain the sole owner of the following material and Primary Broker will have no right to any use following termination of this Agreement: (1) proprietary computer programs; (2) proprietary procedures and methods of administration; and (3) underwriting and Client files developed by Secondary Broker. Any and all such materials shall be deemed to be Confidential Information hereunder.

11. **Insurance.** Each Party agrees that it will maintain, at its own cost and expense, insurance coverage for itself and its employees and agents, covering errors and omissions or professional liability claims with limits of not less than $1,000,000 per claim/$1,000,000 in the aggregate. Such insurance shall continue in force, at no expense to the other Party for a period of not less than three (3) years from the date of termination of this Agreement. Each Party shall furnish the other Party with written evidence of such coverage upon execution of this Agreement, upon request, and with each renewal or modification of the required coverage.

12. **Indemnification.** Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, damages and all related costs and expenses, including reasonable legal fees (collectively, "**Losses**"), resulting from any third party suit, claim, demand, cause or threat of action or proceeding brought against the other Party to the extent based on the indemnifying Party's (i) breach of any representation, warranty or covenant made by the indemnifying Party under this Agreement, or (ii) negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations shall be reduced to the extent that such Losses arise from the acts or omissions of the Party seeking indemnification or its employees and agents. Each Party shall promptly provide written notice to the other Party of any claimed indemnification obligation, provided, however, that the failure to give prompt notice shall only absolve or release the indemnifying Party from its indemnification obligations to the extent actual prejudice results from the failed or delayed notice.

13. **Publicity.** Neither Party will issue any advertisement, logo, circular, letter, pamphlet, other publications or statement referring to the other Party without the Party's express written consent.

14. **Notices.** Any notice given pursuant to this Agreement shall be in writing and shall either be personally delivered, delivered by a nationally-recognized overnight delivery service, sent by courier service (signed receipt required) or sent by registered or certified mail, return receipt requested, postage prepaid.

15. **Liability Limitation.** Each Party's liability to the other under this Agreement, or any party claiming by or through the other Party, including any Client, arising from any and all negligent acts or omissions of such Party, whether related to the Services provided under this Agreement or not, shall not exceed $3 million in the aggregate. Without limiting the limitation in the immediately preceding sentence, neither Party shall be liable to the other Party for any indirect, consequential or punitive damages.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts performed solely in that state, without regard to its conflicts of laws rules. Each of the Parties (i) irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought in federal or state court in Cook County, Illinois, and (b) by execution and delivery of this Agreement, irrevocably and unconditionally submits to the jurisdiction and venue of such courts.

17. **Waiver.** No failure of a Party to insist on strict compliance with this Agreement or to exercise any right under it shall be a waiver of such right.

18. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, provided however, that either Party may assign this contract to a present or future parent, subsidiary or affiliate company, in which event prior consent need not be obtained.

19. **Binding Nature.** This Agreement shall insure to the benefit of and by binding upon the Parties and their respective successors in interest and assigns, subject to the terms of Section 18 above.

20. **Merger; Amendment; Entire Agreement.** This Agreement sets forth the full and final understanding of the Parties as respects the matters described in this Agreement, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by means of a written addendum or amendment to this Agreement executed by the Parties. If any term of this Agreement is rendered invalid or unenforceable by judicial, legislative or administrative action, the remaining provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Nothing in this Agreement is intended or shall be construed to confer upon or to give any person, firm or corporation other than the Parties, and their parents, subsidiaries, successors and assigns, any rights or remedies under or by reason of this Agreement.

21. **Headings.** The paragraph headings used in this Agreement are for convenience only and are not to be construed as part of this Agreement or to have any effect on the construction or terms of any part of this Agreement.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on [DATE].

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	**[OMPANY]**
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________

District Office Lease

(Page 1 of 3 – 117th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, Montgomery Courthouse Annex III, Montgomery, AL 36104

(Landlord's name) (Landlord's street address, city, state, ZIP code)

("Lessor"), and Terri A. Sewell, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. Location. Lessor shall lease to Lessee ______________ square feet of office space located at Montgomery County Courthouse 101 South Lawrence Street Annex III

(Office street address)

in the city, state and ZIP code of Montgomery, AL 36104.

(Office city, state and ZIP)

2. Lease Amenities. Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.

3. Term. Lessee shall have and hold the leased premises for the period beginning January 3, 2021 and ending January 2, 2023. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2023, which is the end of the constitutional term of the Congress to which the Member is elected.

4. Rent. The monthly rent shall be Zero, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

5. Early Termination. This Lease may be terminated by either party giving reason days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

6. Payments. During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.

7. District Office Lease Attachment for 117th Congress. The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress.

8. Counterparts. This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

9. Section Headings. The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

District Office Lease

(Page 2 of 3 – 117th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.

11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

NONE

[*Signature page follows*.]

District Office Lease

(Page 3 of 3 – 117th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission	Congresswoman Terri A. Sewell
Print Name of Lessor/Landlord/Company	*Print Name of Lessee*
By: ______________________	______________________
Lessor Signature	*Lessee Signature*
Name: Elton Dean Title: Chairman	
______________________	05/27/2021
Date	*Date*

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

SECTION A
(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

☐ * **High-Speed Internet Available Within the Leased Space.**
Please list any internet providers known to provide service to the property:
____

☐ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

☐ Lockable Space for Networking Equipment.
☐ Telephone Service Available.
☑ Parking. ☑ 1 Assigned Parking Spaces
☐ ____ Unassigned Parking Spaces
☑ General Off-Street Parking on an As-Available Basis
☐ Utilities. Includes: ______________________________
☑ Janitorial Services. Frequency: As Needed
☐ Trash Removal. Frequency: ______________________________
☐ Carpet Cleaning. Frequency: ______________________________
☐ Window Washing. ☐ Window Treatments.
☐ Tenant Alterations Included In Rental Rate.
☑ After Hours Building Access.
☐ Office Furnishings. Includes: ______________________________
☐ Cable TV Accessible. If checked, Included in Rental Rate: ○ Yes ○ No
☐ Building Manager. ○ Onsite ○ On Call Contact Name:______________________________
Phone Number:__________________ Email Address:______________________________

To be completed by the Member/Member-elect (required):

○ The leased space will serve as my flagship (primary) District Office.
◉ The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

District Office Lease Attachment

(Page 2 of 5 – 117th Congress)

SECTION B
(Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.

12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission, Eltor	Congresswoman Terri A. Sewell
Print Name of Lessor/Landlord	*Print Name of Lessee*
By: ______________________	______________________
Lessor Signature Name: Title:	*Lessee Signature*
______________________	05/27/2021
Date	*Date*

From the Member's Office, who is the point of contact for questions?
Name Delphine C. Lee Phone (334) 262-1919 E-mail Delphine.lee@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed ______________________ Date January 2, 2021.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-226-0357.

Memo

Re:	Invitation to Bid No. 52200-21B-019 Commissary and Trust Fund Management Off-Site Service
Date:	County Commission - Formal Session - Jun 15 2021
To:	Montgomery County Commission
From:	Khristie Davis, Buyer I

BACKGROUND INFORMATION:
Request that approval of award on the above referenced Invitation to Bid to Keefe Commissary Network, LLC, a commission rate of 44.5% of net sales of inmate commissary be placed on a future agenda.

Tiger Commissary Services quoted a higher commission rate; however, their proposal does not meet the needs of the Detention Facility.

Coordination of award made with Sheriff Derrick Cunningham.

ATTACHED:
Tabulation 52200-21B-019 Commissary and Trust Fund Management Service
Memo from Sheriff Cunningham 52200-21B-019 Commissary and Trust Fund Management Service
Contract No. 52200-21B-019 Commissary and Trust Management Service

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-21B-019 DATE ISSUED: April 30, 2021 DATE OPENED: May 13, 2021 REQUESTING DEPARTMENT: Detention Facility TERMS OF PAYMENT / DISCOUNT: DELIVERY DATE:				Tiger Commissary Services dba Tiger Correctional Services 515 W. Washington Avenue Jonesboro, AR 72401 ayork@tigercommissary.com Minority Bidder Yes No X		Keefe Commissary Network, LLC 1371 Trade Drive Jacksonville, FL 32218 bbosco@keefegroup.com Minority Bidder Yes No X							
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	Commission rate paid on all gross revenue of			45%	45%	44.5%	44.5%						
	net sales												
	12 Bids Emailed												
TOTAL BID AMOUNTS					45%		44.5%						

Notes:

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Khristie Davis, Purchasing Manager

From: Derrick Cunningham, Sheriff D.C

Date: May 21, 2021

Re: Invitation to Bid: 52200-21B-019
Commissary and Trust Fund Management Off-Site Service

I request approval of award on the above referenced Invitation to Bid to Keefe Commissary Network, LLC., for a commission rate of 44.5% of net sales for inmate commissary, be placed on a future agenda.

Tiger Correctional Services, vendor with 45% commission rate recommends the Montgomery County Detention Facility configure a full system backup that will be maintained by the facility on external storage media. There's a disclaimer in their proposal that states, although we use and test our backup system regularly and consider it reliable, technical problems could prevent us from being able to restore any backup.

Keefe Commissary Network offers Montgomery County Detention the best overall solutions and needs for the inmates of Montgomery County Detention Facility.

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

DC/ms

Attachment

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

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

www.montgomerysheriff.com

STATE OF ALABAMA
MONTGOMERY COUNTY CONTRACT NO. 52200-21B-019

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 15th day of June 2021, between Keefe Commissary Network, LLC of St. Louis, Missouri and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Keefe Commissary Network, LLC agrees to furnish commissary and trust fund management off-site service for Montgomery County Detention Facility in accordance with all the provisions of Invitation to Bid No. 52200-21B-019, as issued by the Montgomery County Commission on April 30, 2021 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Keefe Commissary Network, LLC and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.

2. Montgomery County Detention hereby grants Keefe Commissary Network, LLC the exclusive right to deposit services and sell personal care products, clothing, food products, candy, snacks, pastries, beverages, meats, miscellaneous items and shoes to inmates of the Montgomery County Detention Facility, utilizing KeepTrak Software.

3. The term of this agreement will be for a period of three (3) years, commencing on July 3, 2021 and ending July 2, 2024. Montgomery County Commission or Keefe Commissary Network, LLC may terminate this agreement at any time during the contract period with a ninety (90) day written notice.

4. Keefe Commissary Network, LLC will provide to Montgomery County Detention Facility, at no cost, the hardware, software, and installation thereof of the items listed per the Invitation to Bid. Montgomery County agrees to provide adequate space and utility outlets to accommodate the equipment. The cost of licensing, repairs, maintenance, and upgrades will be completed by Keefe Commissary Network LLC. A fee, not to exceed $1.50 will be charged for all cash transactions completed on the lobby kiosk. A fee, not to exceed 2% of funds deposited will be charged for credit/debit card transactions completed on the lobby kiosk. A fee of 2% will be charged for phone and internet transactions. Keefe Commissary Network, LLC will send an armored car/employee to withdraw cash from the automatic teller machine one (1) time

a week and convert the cash to a check for the Montgomery County Detention Facility to deposit. Keefe Commissary Network, LLC will take full responsibility for the cash collected.

5. Montgomery County Commission shall be responsible for and agrees to pay Keefe Commissary Network, LLC for loss or damages to equipment resulting from vandalism, theft or abuse.

6. Keefe Commissary Network, LLC will provide free system training and technical support as needed for the length of the contract.

7. Keefe Commissary Network, LLC will submit invoices on a weekly basis that will detail and total the amount of sales for the week.

8. Keefe Commissary Network, LLC shall set resale selling prices, subject to review and approval by Montgomery County Detention Facility.

9. Keefe Commissary Network, LLC will pay a 44.5% commission rate of adjusted gross sales on a monthly basis to Montgomery County Detention. Adjusted gross sales are gross sales less noncommissioned item sales.

10. Keefe Commissary Network, LLC will provide an employee to process orders, apply credits/returns and to produce a weekly invoice for Montgomery County Detention. In addition, Keefe Commissary Network, LLC will provide four (4) people from 9:00 a.m. to 3:00 p.m. on the date of the commissary delivery to distribute orders to the inmates.

11. Keefe Commissary Network, LLC shall remove its equipment and software upon expiration or termination of this contract. Data collected from the software system is the property of Montgomery County Detention and will be copied or removed from the hardware and returned to Montgomery County Detention.

12. Keefe Commissary Network, LLC shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.

13. Keefe Commissary Network, LLC may not assign, transfer, convey, or otherwise, dispose of this contract or its rights, title or interest in or the same, or any part thereof, without written consent from Montgomery County Commission.

14. Keefe Commissary Network, LLC 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 Keefe Commissary Network, LLC 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. Keefe Commissary Network, LLC agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Keefe Commissary Network, LLC agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

15. 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 Keefe Commissary Network, LLC.

16. 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 15th day of June 2021.

WITNESS: KEEFE COMMISSARY NETWORK, LLC

_________________________ BY:_________________________________

TITLE:______________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

_________________________ BY:_________________________________

TITLE:______________________________

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 6/15/2021 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**25,000**	**30,000**	**700**	**0**	**265**	**55,965**
NC-2021-23	City of Montgomery, Neighborhood Svc.	Halcyon South N.A. - Maintaining Camera Sys.	1,000					1,000
NC-2021-24	City of Montgomery, Neighborhood Svc.	Vaughn Meadows N. A.	2,000					2,000
NC-2021-25	City of Montgomery, Neighborhood Svc.	Green Acres N. A.	1,000					1,000
NC-2021-26	City of Montgomery, Neighborhood Svc.	Carriage Hills N. A.	1,000					1,000
NC-2021-27	City of Montgomery, Neighborhood Svc.	Spring Valley/Cross Creek/Valley Village H.A.	1,000					1,000
	Total Appropriations 6/15/2021		6,000	0	0	0	0	6,000
	APPROPRIATED BUDGET BALANCE		**19,000**	**30,000**	**700**	**0**	**265**	**49,965**
	County Administrator Date							

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 6/15/2021 - CODE: 001-59320.494								
Contract Number	**Organization**	**Description of Program**	**Harris**	**Dean**	**Walker**	**Sankey**	**Singleton**	**TOTAL**
Starting Balance			**53,052**	**63,000**	**60,200**	**70,000**	**33,427**	**279,679**
	Total Appropriations 6/15/2021		0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		**53,052**	**63,000**	**60,200**	**70,000**	**33,427**	**279,679**
	County Administrator Date							

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 6/15/2021 - CODE: 001-59320.450									
Contract Number	**Organization**	**Description of Program**	**Joint/Infra.**	**Harris**	**Dean**	**Walker**	**Sankey**	**Singleton**	**TOTAL**
Starting Balance			**291,737**	**111,025**	**74,800**	**154,291**	**128,110**	**67,775**	**827,738**
DR-C-2021-55	Leadership Montgomery, Inc.	Program Expenses						1,200	1,200
DR-C-2021-55	Central AL Community Foundation	Mentors of Montgomery			5,000				5,000
DR-NC-2021-24	City of Montgomery, Neighborhood Svc.	Halcyon South N.A. - Maintaining Camera Sys.						1,000	1,000
	Total Appropriations 6/15/2021		0	0	5,000	0	0	2,200	7,200
	APPROPRIATED BUDGET BALANCE		**291,737**	**111,025**	**69,800**	**154,291**	**128,110**	**65,575**	**820,538**
	County Administrator Date								

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 4

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Florence M Cauthen 6/9/21
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/9/21
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo ☐
Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	299-51000.447	0	118,889	118,889
American Rescue Plan Funds	299-40000.44799	0	(118,889)	(118,889)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 0	($ 0)	($ 0)

JUSTIFICATION: To budget for funding to the Montgomery Area Chamber of Commerce for Tourism Reopen Initiative.

Revised 12/14/2016

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 5

DEPARTMENT: Engineering **REQUESTED BY:** George Speake 6/9/2021
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/9/21
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo ☐
Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Cleaning and Janitorial Supplies	111-53199.216	1,000	500	1,500
Repair & Maint Motor Vech	111-53600.234	1,100	1,000	2,100
Repair & Main Const Equip	111-53200.232	69,000	10,000	79,000
Office Supplies/Minor Equip	111-53600.211	12,500	1,000	13,500
Road Const & Main Supplies	111-53700.213	7,900	2,000	9,900
Fuels & Lubricants	111-53300.212	141,000	(10,000)	131,000
Road Const & Main Supp	111-53300.213	91,000	(1,500)	89,500
Fuels & Luibricants	111-53400.212	147,570	(2,000)	145,570
Repair & Main Const Equ	111-53800.232	20,000	(1,000)	19,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 491,070	$ 0	$ 491,070

JUSTIFICATION: To realign budget for Repair & Maint. Construction Equipment, Janitor Supplies, Office Supplies, Road Construction.Maint Supplies.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 2

DEPARTMENT: Personnel **REQUESTED BY:** Carmen Douglas 6/8/21
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/8/21
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo ☐
Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equip.	123.51961.211	8,000	(1,000)	7,000
Postage	123.51961.252	2,500	1,000	3,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 10,500	$ 0	$ 10,500

JUSTIFICATION: To adjust budget for increase in postage machine rental rate

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 2

DEPARTMENT: Recreation Board **REQUESTED BY:** James Williams 06/10/21
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/10/21
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo ☐
Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Groundkeeping Maintenance	008-57200.208	39,000	(9,000)	30,000
Building and Land Rentals	008-57200.221	3,600	(1,200)	2,400
Groundkeeping Maintenance	008-57301.208	20,100	(10,000)	10,100
Extra Help	008-57402.115	23,400	(11,000)	12,400
				0
Repair & Maint Bldgs	008-57200.231	40,685	9,000	49,685
Office Supplies	008-57200.211	1,450	1,200	2,650
Janitorial/Cleaning Serv	008-57301.152	2,000	3,000	5,000
Internet Service	008-57301.258	1,200	1,000	2,200
Improvements other Bldg	008-57301.531	0	6,000	6,000
Repair & Maint Bldgs	008-57402.231	4,000	11,000	15,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 135,435	$ 0	$ 135,435

JUSTIFICATION: To realign budget to cover misc repair/office expenses for Recreation Board, for janitorial/internet services and heat pump replacement at MCAC, and to cover misc operating expenses at Old Selma Road Park

Revised 12/14/2016

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 6

DEPARTMENT: SHERIFF

REQUESTED BY: Derrick Cunningham 6/8/21
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 6/9/21
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
DOJ Grant Revenue	125-40000.44761	0	(53,692)	(53,692)
Equipment	125-55702.592	0	30,003	30,003
Supplies	125-55702.219	0	11,791	11,791
Travel & Training	125-55702.265	0	11,898	11,898
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 0	$ 0	$ 0

JUSTIFICATION: To Budget for the 2020 Project Lifesaver grant, 2020-J1-BX-0010.

Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Jun 15 2021

Department:	Detention Facility	**Department Head:**	Derrick Cunningham
		Supervisor:	Sonja Pritchett

POSITION INFORMATION:

Title:	Corrections Officer Trainee	**Number:**	500419082(Replace of R. Robinson)
Pay Grade:	PCT	**Pay Range:**	32,238
Type of Hire:	New	**Type of Appointment:**	Permanent
Proposed Effective Date:	June 28, 2021		

DEPARTMENT INFORMATION:

Derrick Cunningham	June 2, 2021
Department Head	Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring	June 2, 2021
Employee Benefit Manager	Date
Sherrill Thomas	June 3, 2021
Finance Director	Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen	June 7, 2021
County Administrator	Date

Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Jun 15 2021

Department:	Engineering	**Department Head:**	GEORGE SPEAKE
		Supervisor:	George Speake

POSITION INFORMATION:

Title:	Civil Engineer Tech III	**Number:**	640629019 Replacing D Cook
Pay Grade:	A09	**Pay Range:**	52,146 - 77,912
Type of Hire:	Promotional	**Type of Appointment:**	Permanent
Proposed Effective Date:	June 28, 2021		

DEPARTMENT INFORMATION:

GEORGE SPEAKE — Department Head

June 4, 2021 — Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Employee Benefit Manager

June 7, 2021 — Date

Sherrill Thomas — Finance Director

June 7, 2021 — Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen — County Administrator

June 7, 2021 — Date

Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Jun 15 2021

Department:	MCC/ Tax & Audit	**Department Head:**	Terri Henderson
		Supervisor:	Terri Henderson

POSITION INFORMATION:

Title:	Revenue Examiner	**Number:**	810117004 (Replace T. Hooks)
Pay Grade:	A05 - Step 1	**Pay Range:**	$33,287 - $49,734 Annual
Type of Hire:	New	**Type of Appointment:**	Permanent
Proposed Effective Date:	June 28, 2021		

DEPARTMENT INFORMATION:

Terri Henderson	June 8, 2021
Department Head	Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring	June 8, 2021
Employee Benefit Manager	Date
Sherrill Thomas	June 8, 2021
Finance Director	Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen	June 8, 2021
County Administrator	Date

Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Jun 15 2021

Department:	Sheriff's Office	**Department Head:**	Derrick Cunningham
		Supervisor:	Kevin Murphy

POSITION INFORMATION:

Title:	Public Safety Communications Dispatcher	**Number:**	550483003 (Replace of V. Brown)
Pay Grade:	A05	**Pay Range:**	33,287 - 49,734
Type of Hire:	New	**Type of Appointment:**	Permanent
Proposed Effective Date:	June 28, 2021		

DEPARTMENT INFORMATION:

Derrick Cunningham	July 2, 2021
Department Head	Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring	June 2, 2021
Employee Benefit Manager	Date
Sherrill Thomas	June 3, 2021
Finance Director	Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen	June 7, 2021
County Administrator	Date

Montgomery County Commission
Travel / Training Request Approval
Request # 6

Date: June 2, 2021

Department Head: Clay Henley

Destination: Hoover, AL

Departure Date: August 24, 2021 Return Date: August 27, 2021

Purpose of Travel: Real & Personal Property Calculations

Traveler (s) Name:
1. Megan Jones
2. Khendle Williams
3. Rodney Desselle
4.
5.
6.

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

Total (est.) Cost: $2,970.00 Advance Registration Required: $825.00

Fund Code: 120-51985.265

Additional Comments: MEALS: $900.00 LODGING: $1,245.00 MILEAGE: $0.00
REGISTRATION: $825.00 / TOTAL EST. COST: $2,970.00

Finance Review:

To be completed by the Finance Department

Fund Code:	120-51985.265	**(ex: 000-00000-000)**
Description:	Registration & Training	
Current Budget:	$20,000.00	
Approved Requests:	$5,943.64	
Budget Available:	$14,056.36	
Current Requests:	$2,970.00	
Budget Balance:	$11,086.36	

Sherrill Thomas Date 6/7/2021

Finance Director

Commission Approval:

Date

County Administrator

Revised 9/17/2020

Montgomery County Commission
Travel / Training Request Approval
Request # 1

Date: January 7, 2021

Department: PERSONNEL

Department Head: Carmen Douglas

Destination: Mobile, AL

Departure Date: 7/27/21 Return Date: 7/30/21

Purpose of Travel: to attend the AAPPA Annual Conference 2021

Traveler (s) Name:
1. Mark Willis
2. Kaila Matney
3.
4.
5.
6.

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

Total (est.) Cost: $2,682.62 Advance Registration Required: $860.00

Fund Code: 123-51961.265

Additional Comments: 190.40/mileage; 64.98/parking; 860.00/registration; 420.00/food
1107.24/hotel; 40.00/tips

Finance Review:

To be completed by the Finance Department

Fund Code:	123-51961.265	**(ex: 000-00000-000)**
Description:	Registration & Training	
Current Budget:	$12,000.00	
Approved Requests:	$1,043.00	
Budget Available:	$10,957.00	
Current Requests:	$2,682.62	
Budget Balance:	$8,274.38	

Sherrill Thomas Date 6/8/2021
Finance Director

Commission Approval:

Date
County Administrator

Revised 9/17/2020

Montgomery County Commission
Travel / Training Request Approval
Request # 3

Date: 6/3/2021

Department: Risk Management

Department Head: Holly Leverette

Destination: Orange Beach, AL

Departure Date: 8/29/2021 Return Date: 9/1/2021

Purpose of Travel: To attend the Alabama Governor's Safety & Health Conference

Traveler (s) Name:
1. Holly Leverette
2. Melissa Peak
3.
4.
5.
6.

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

Total (est.) Cost: $2,311.76 Advance Registration Required: $990.00

Fund Code: 007-51120.265

Additional Comments: Registration-$990; Mileage-$221.76; Hotel-$850; Food-$250

Finance Review:

To be completed by the Finance Department

Fund Code:	007-51120.265	**(ex: 000-00000-000)**
Description:	Registration & Training	
Current Budget:	$12,000.00	
Approved Requests:	$1,090.00	
Budget Available:	$10,910.00	
Current Requests:	$2,311.76	
Budget Balance:	$8,598.24	

Sherrill Thomas
Finance Director

Date 6/7/2021

Commission Approval:

County Administrator

Date

Revised 9/17/2020