

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the April 22, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, April 22, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Please note that Filing of the 2018 Statement of Economic Interests Form is due April 30, 2019. The online Statement of Economic Interests form is available for submission at the following website: www.ethics.alabama.gov.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations. **Please note that the Joint Designated Revenue Account has a balance of \$24,724.**

Appropriations to be Discussed

- Boys & Girls Club of the River Region
- Dutchess Divas and Gents Youth Club - \$2,226.40 for a Refrigerator (**General Information Item 22**)
- Belle Meade/Sprint Park Neighborhood Association - \$2,000 for Summer Youth Sports Camp (**General Information Item 23**)

1. County Commission Information Session Schedule for April 22, 2019

A COUNTY OLDER THAN THE STATE

Items to Consider for the Monday, May 6, 2019 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Grant Application to AENA Foundation for the Cultivating Healthy Communities (CHC) Grant Program, Sheriff's Office (**No Match**)
3. Consider Authorization of Grant Application to the U.S. Department of Justice regarding the State Criminal Alien Assistance Program (SCAAP), Sheriff's Office (**No Match**)
4. Consider Authorization of Letter Agreement with Bainbridge Mims Rogers & Smith, LLP to represent the Downtown Environmental Alliance Group as a Whole regarding the Capitol City Plume Proposed Superfund Site Agreement Approved by the County Commission on November 2, 2015, County Commission
5. Consider Authorization of Budget Change Request Number 3, Probate Judge's Office (Elections)
6. Consider Authorization of Increase in Share Agreement for the Downtown Environment Assessment Project, County Commission
7. Consider Authorization of Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-19, County Commission
8. Consider Authorization of Board Member Appointment, Montgomery Area Mental Health Authority
9. Consider Authorization of Board Member Appointments, Montgomery City/County Public Library Board
10. Consider Authorization of Board Member Appointment, Montgomery County Community Punishment & Corrections Authority
11. Consider Authorization of Nomination of Persons for Consideration as Board Members of the County Board of Equalization, County Commission
12. Consider Authorization of First Amendment to Lease Agreement with The Town of Pike Road for the benefit of the Montgomery City/County Library Board, County Commission
13. Consider Authorization of Parking Deck Space Lease with Capell & Howard, P.C., and Related Release regarding 100 South Perry Street Parking Deck, County Commission
14. Consider Authorization of Amendment Number 3 to Contract with Liberty Disposal, Inc., regarding a One (1) Year Extension, beginning July 1, 2019 and ending on June 30, 2020 and a 4.10% Price Increase for Dumpster Rental & Trash Collection, Contract Number 51901-18B-014, Support Services

15. Consider Authorization of Bid Award to Wide Open West, Inc., for Private Data Network at the Probate/Revenue West Office, Bid Number 51965-19B-011, Information Systems
16. Consider Authorization of Budget Change Request for Paving Driveway at County Maintenance Shop, County Commission
17. Consider Authorization of Budget Change Request for Travel and Training Budget, County Commission

Personnel Action Items

18. Consider Authorization of Allocation of a Maintenance Mechanic Position and Related Position Fill Request, Support Services

General Information

19. Copy of Memorandum from Sheriff Derrick Cunningham regarding County Public Safety Pay Plan Adjustments
20. Copy of Information from Central Alabama CrimeStoppers, Inc., **Requesting \$7,500** Annually regarding the P3 Campus Reporting System (**On 7/23/18, the Commission appropriated \$2,500 from the joint designated revenue account for the Public Announcement Campaign Targeting Youth & Violent Crime in M.C. and on 2/5/18, Vice Chairman Walker appropriated \$2,500 for the Public Safety, Health and Welfare Program**)
21. Copy of Letter from District Executive Justice Varsho with Boy Scouts of America, Tukabatchee Council **requesting \$5,000** for the 2019 Adventure Leadership Camp (**On 5/7/18, the Commission appropriated \$5,000 from the Joint Revenue Account and on 4/17/17, the Commission approved a Budget Change Request in the Amount of \$5,000 for this event**)
22. Copy of Email from Cubie Hayes regarding Invoice from Goodwin Brothers in the Amount of **\$2,226.40 for a Refrigerator** for the Dutchess Divas and Gents Youth Club
23. Copy of Information from Belle Meade/Spring Park Neighborhood Association regarding the 2019 Summer Youth Sports Camp
24. Copy of Information regarding USDA Technical Assistance Workshop for ReConnect Program
25. Copy of Information regarding “TestIT” Mobile App – NACo has partnered with the Local Initiatives Support Corporation and the Rural Community Assistance Partnership to Develop a Mobile App designed to Identify Areas with Low or No Connectivity to Help Ensure Adequate Funding for Broadband Infrastructure is Provided Across the Country

Montgomery County Commission

Page 4

April 18, 2019

26. Copy of Memorandum from Administrator Mims regarding In-Kind Services from the State of Alabama and City of Montgomery to River Bend Pictures concerning the "Son of the South" Movie
27. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
28. Copies of Revenue Reports for March 2019 from Tax and Audit Department
29. Copy of Population Report for March 2019 for the Mac Sim Butler Detention Facility

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
APRIL 22, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Sheriff Derrick Cunningham – Presentation regarding Grant Application to AENA Foundation for the Cultivating Healthy Communities (CHC) Grant Program (**Future Agenda Item 2**), Grant Application to the U.S. Department of Justice regarding the State Criminal Alien Assistance Program (SCAAP) (**Future Agenda Item 3**) and County Public Safety Pay Plan Adjustments (**General Information Item 19**)
- 8:15 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems
- 8:20 a.m. County Engineer George Speake – Presentation regarding Letter Agreement with Bainbridge Mims Rogers & Smith, LLP to represent the Downtown Environmental Alliance Group as a Whole regarding the Capitol City Plume Proposed Superfund Site Agreement Approved by the County Commission on November 2, 2015 (**Future Agenda Item 4**)
- 8:25 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 8:30 a.m. Director of Elections Daryl Parker – Presentation regarding Budget Change Request Number 3 (**Future Agenda Item 5**)
- 8:40 a.m. Mr. Ben Patterson with Fine Geddie & Associates – Presentation regarding Legislative Update
- 8:50 a.m. Project Manager Glen Davis with Jacobs/ATEN Global Environmental Solutions (formerly CH2M Hill Engineers) – Update on Downtown Environmental Plume and Increase in Share Agreement for the Downtown Environment Assessment Project (**Future Agenda Item 6**)
- 9:00 a.m. Executive Director Charisse Stokes with TechMGM – Presentation regarding BEST Robotics Competition
- 9:10 a.m. Executive Director Tony A. Garrett with Central Alabama CrimeStoppers, Inc. – Presentation **requesting \$7,500 Annually** for the P3 Campus Reporting System (**General Information Item 20**)
- 9:20 a.m. District Executive Justice Varsho with Boy Scouts of America, Tukabatchee Council – Presentation **requesting \$5,000** for the 2019 Adventure Leadership Camp (**General Information Item 21**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

Colonel Wanda J. Robinson
DIRECTOR OF DETENTION

MEMORANDUM

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

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

Subject: AETNA Foundation, Cultivating Healthy Communities Grant

Date: April 15, 2019

We are requesting this item be placed on the next agenda of the Montgomery County Commission. Through the Cultivating Healthy Communities (CHC) Grant Program, AETNA awards grants to local nonprofits/governmental entities across the United States to nurture innovations that can inspire healthier lifestyles.

We are partnering with Montgomery County Parks and Recreation to focus on two domain areas:

- (1) **Built Environment:** Improved walkability, bike ability, and use of public spaces.
- (2) **Community Safety:** Increased collaboration between local law enforcement and community members to proactively address their immediate public safety issues and concerns.

RW/dc

cc: Derrick Cunningham, Sheriff

2-1

Tammy Nix

From: SCAAP <ojp@public.govdelivery.com>
Sent: Thursday, April 11, 2019 11:40 AM
To: Donald Mims
Subject: State Criminal Alien Assistance Program – FY 2019 Application Open

The Bureau of Justice Assistance (BJA) of the Office of Justice Programs (OJP), U.S. Department of Justice, is pleased to announce that the online application to the SCAAP FY 2019 Program is open and that the new [FY 2019 Program Requirements and Application Instructions](#) are available on the SCAAP website.

Under SCAAP, OJP makes payments to eligible States and units of local government that incur certain types of costs due to incarceration of “undocumented criminal aliens” during a particular 12-month reporting period.

- The online application to the FY 2019 program is open.
- The updated application deadline is 6 p.m. Eastern time on May 23, 2019.
- The reporting period for the FY 2019 program is July 1, 2017 - June 30, 2018.

The [FY 2019 Program Requirements and Application Instructions](#) provide *critical* information on program requirements, eligibility, deadlines, and how to access the online application within OJP’s Grants Management System (GMS). In addition, the [FY 2019 Program Requirements and Application Instructions](#) provide detailed instructions for the online application.

NEW INMATE RECORD FIELD

Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ): This new field will be optional in FY 2019 (include the information if available) but will be required in FY 2020. Please see Appendix F of the FY 2019 SCAAP Program Requirements and Application Instructions for details.

IMPORTANT NOTE

Before entering any information into the online application for the FY 2019 program, any government official who intends to complete and submit the application on behalf of an applicant government **MUST** carefully review the [FY 2019 Program Requirements and Application Instructions](#).

For assistance in accessing GMS (e.g., passwords, log-in problems), contact the GMS Support Hotline at 1-888-549-9901, option 3, or by email to GMS.HelpDesk@usdoj.gov.

Prospective applicants may contact the BJA SCAAP Team at SCAAP@usdoj.gov (email), or at (202) 353-0421 or 202-353-4411.

This email was sent to donaldmims@mc-ala.org using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

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

March 26, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
3/28/2019

SUBJECT: Downtown Environmental Alliance – ADEM
Legal Services Associated with the Capitol City Plume

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached letter agreement from Alfred F. Smith, Jr. This approval would confirm that the Montgomery County Commission, serving as a member of the Downtown Environmental Alliance ("DEA"), consents to the legal firm, Bainbridge Mims Rogers & Smith, LLP, representing the DEA group as a whole in regards to the Capitol City Plume Proposed Superfund Site Agreement approved by the County Commission on November 2, 2015.

If approved please have attached letter executed, return to this office, and we will forward it to J.P. Martin, P.E., of Jacobs Engineering Group, Inc. for his continuing action.

GCS/gcs

Attachment

cc; File

Frank M. Bainbridge
A.H. "Nick" Gaede, Jr.
Bruce F. Rogers
Alfred F. "Buddy" Smith
Charles Keith Hamilton
Sela Stroud Blanton
Jennifer A. Hanson

Frank M. Bainbridge (1895-1980)
Walter L. Mims (1910-1993)

**Bainbridge Mims
Rogers & Smith LLP**

ATTORNEYS AT LAW

The Luckie Building, Suite 415
600 Luckie Drive
Birmingham, Alabama 35223
Telephone: 205-879-1100
Facsimile: 205-879-4300

Mailing Address:
Post Office Box 530886
Birmingham, Alabama 35253
BainbridgeMims.com

March 21, 2019

By Electronic Mail

Ms. Kim O. Fehl
City Attorney
City of Montgomery
City Hall
103 North Perry Street
Montgomery, AL 36101

Re: Downtown Environmental Alliance - ADEM

Dear Kim:

I am writing to you in your position as a representative of the Downtown Environmental Alliance ("DEA"). This confirms that I have agreed to represent the DEA as a group for the limited purpose of advising it with regard to ADEM's requirement that environmental covenants be placed on all properties within the site boundary of the DEA Project, and to assist the DEA in the development of a working agreement going forward. We very much appreciate the opportunity to represent the DEA.

My understanding is that all members of the DEA have consented to my firm's representation of the group as a whole, and have waived any and all actual or potential conflicts of interest relating to or arising from my previous representation of the State agency defendants in this very matter. If this is not the case, please contact me immediately. Otherwise, I would appreciate your circulating a copy of this engagement agreement to each DEA member for its signature below.

I have agreed to represent the DEA for a reduced hourly rate of \$350. Other attorneys in my office may assist me as necessary and appropriate. Their rates range from \$225 to \$325. Legal assistant time, if required, is billed at \$75 per hour. The DEA also will be responsible for all reasonable out-of-pocket expenses such as copying costs, mileage, and third-party overnight delivery charges.

If the foregoing is acceptable, please have this agreement executed by each member of the DEA in counterparts, and return copies with their signatures to me.

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Ms. Kim O. Fehl
City of Montgomery
March 21, 2019
Page 2

Thank you for the opportunity to represent the DEA. I look forward to working with you and the other members again.

Sincerely,



Alfred F. Smith, Jr.

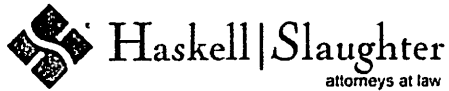
AFSJr./ki
cc: Ms. Erika McKay (by electronic mail)
Deputy General Counsel
Office of Governor Kay Ivey

AGREED AND ACCEPTED this _____ day of _____, 2019.

Signed for: _____

By: _____

Its: _____



Haskell Slaughter Gallion & Walker, LLC

242 Winton M. Blount Loop

Montgomery, Alabama 36117

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

April 10, 2019

TT6

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Downtown Environmental Plume

Per your request regarding the joint effort with the coalition of governmental and business entities in the downtown and our joint telephone conference with Kevin at MCC's Engineering Department and I opine as follows:

As you are aware, Connie Walker and I handled the largest environmental case in the history of Montgomery County and surrounding areas approximately ten years ago. Thankfully, we were successful. I am well aware of the problems related to this area of the law.

In our conference call described above, I am now satisfied with the handling of the "Downtown Plume" and opine that we should move forward with the recommended plan of the above described coalition.

50051-317

4-4

Elton N. Dean, Sr.
CHAIRMAN
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Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

March 28, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Downtown Environmental Alliance - Legal Services Associated with the
Capitol City Plume

Attached is a memorandum from County Engineer George Speake regarding Downtown Environmental Alliance - Legal Services Associated with the Capitol City Plume. Prior to presenting it to the County Commission for consideration, I wanted you to review it.

Please review and advise by Tuesday, April 2, 2019 as to the County Commissions' acceptance of these legal services.

As always, thank you for your assistance.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

4-5

Request Number: 3

Administrator

Date

5-1

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Increase in Share Agreement regarding Downtown Environmental Assessment Project

On June 15, 2015, the County Commission approved a 14.4% share of the cost associated with the Downtown Environmental Assessment Project. The City of Montgomery has submitted to the County Commission an invoice for cost associated with the project at 19.4%. I questioned the increase from 14.4% to 19.4% and Finance Director Barry Crabb sent me an explanation which stated, *"The only modification from the original agreement was noted in Section 5.2. With some of the earlier invoices, the Montgomery Advertiser was taking a 50% credit as provided in that section and everyone %'s increased by 1/2 of the Montgomery Advertiser's share or 2.5% so the County went to 16.9%. A bit later, the Montgomery Advertiser paid their share with 100% of the credit and the remaining participants %'s increased by 5% each, hence the 19.4%. There is not a formal agreement on how the Advertiser's credit would be shared among the remaining participants, rather it was just discussed at a meeting that this was a fair way."*

The City has requested \$32,712.52 at the 19.4% cost allocation rate.

Attached are pages from the original Site Participation Agreement for The Downtown Environmental Assessment Project, which contains Section 5.2 regarding credits with the Montgomery Advertiser and the Exhibit A Share of percentage analysis to all participants in the project.

I'm asking the County Commission to approve paying a revised project share of 19.4%.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

6-1

**SITE PARTICIPATION AGREEMENT FOR
THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT**

This Agreement is made by and between the Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety, the Alabama Department of Education, the Alabama Department of Transportation, the Water Works and Sanitary Sewer Board of the City of Montgomery, Montgomery County Commission, the City of Montgomery, and The Advertiser Company, and shall be effective as of the date of the final signature of the foregoing parties. The signatories to this Downtown Environmental Assessment Project Site Participation Agreement ("Agreement") are referred to herein as "Members" or individually as a "Member."

WHEREAS, the Members have organized and constituted themselves as the Downtown Environmental Alliance (hereinafter "Alliance"). Each Member whose authorized representative has executed this Agreement is a member of the Alliance.

WHEREAS, the Members do not believe they have any responsibility for the Capitol City Plume Proposed Superfund Site in Montgomery, Alabama ("the Site"), but believe it is in the interest of the community and the Members to address and resolve the United States Environmental Protection Agency's ("EPA's") proceedings and claims and to work with the Alabama Department of Environmental Management ("ADEM") to address and resolve the Site issues.

WHEREAS, the Members anticipate entering into an Agreement ("ADEM Agreement") with the ADEM with respect to the Site.

WHEREAS, the term "Work," as used in this Agreement, does not include payment of funds to EPA.

WHEREAS, pursuant to the anticipated ADEM Agreement, the Members will agree to perform certain work at the Site ("the Work").

WHEREAS, without admitting any fact, responsibility, fault or liability whatsoever in connection with the Site, the Members wish to establish a framework for complying with the terms of the ADEM Agreement and to cooperate among themselves in this effort for the protection of human health and the environment and the betterment of downtown Montgomery. All members deny any liability or responsibility for contamination at the Site.

NOW THEREFORE, in consideration of the foregoing, the Members mutually agree as follows:

1. Purpose and Payments.

1.1. Purpose. It is the purpose of this Agreement that the terms hereof shall control the manner and means by which the Members will undertake to effectuate the terms of the ADEM Agreement. However, nothing herein shall authorize the Alliance, the Steering Committee, or any subcommittee to pay, or direct the Alliance to pay, any portion of EPA's past costs. The manner and means by

which the Members will undertake to satisfy their obligations pursuant to the ADEM Agreement include, without limitation, the following:

- (a) Organize and conduct a common response to any claim or demand made by ADEM or others regarding the Site and the ADEM Agreement, excluding payment to EPA;
- (b) Organize and conduct negotiations with ADEM, EPA, or others concerning the Site;
- (c) Retain technical consultants and contractors as necessary to perform the Work required by the ADEM Agreement;
- (d) Provide a mechanism for funding the Work required by the ADEM Agreement; and
- (e) Identify, provide notice to, and assimilate additional Alliance members.

1.2. Cooperation. The Members shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among them through good faith negotiation.

1.3. Transfer of Regulatory Oversight of Site. The transfer of regulatory oversight of the Site from EPA to ADEM shall be considered a condition precedent to all Work performed pursuant to this Agreement. In the event ADEM does not agree to assume oversight of the Site or EPA does not transfer oversight of the Site to ADEM, the parties shall not perform Work under this Agreement, but shall continue to comply with all other provisions of this Agreement and shall remain liable for their share of all Shared Costs up to the date of their withdrawal from the Agreement or the termination of the Agreement.

2. Organization and Procedures.

2.1. Committees. In order to carry out the purposes of this Agreement, the Members hereby establish two Committees, the Steering Committee and the Technical Committee. Each Member and any individual serving on behalf of any Member, agrees by virtue of such service, to maintain the privileged nature and confidentiality of all communications and proceedings of such committees or subcommittees; such obligation shall continue in the event such individual should leave the employ of or cease to represent such Member.

2.2. Authority to Decide. Except as otherwise provided herein, the Members shall act by and through the Steering Committee, except that the Members reserve themselves the right at any time directly to authorize action to be undertaken pursuant to this Agreement in accordance with the voting requirements set forth in this Agreement.

2.3. Meetings. The Members may authorize or direct actions under this Agreement only at

insure performance of the Members' obligations under the ADEM Agreement; and

- (d) making recommendations to the Steering Committee concerning issues relating to the implementation of the Work at the Site.

4.3. Call for, and Notice of, Meetings. The Technical Committee may authorize and direct actions only at meetings duly held and called for such purpose, which meetings shall be called as needed. Meetings of the Technical Committee may be called by any two (2) members of the Committee. Whenever feasible, written notice of the time, place and purpose of any meeting of the Technical Committee shall be given to each Member at least five (5) days but not more than thirty (30) days before the date of such meeting either personally or by mail or by other means of written communication, including e-mail, addressed to said Member at the address appearing on the service list maintained by the Technical Committee. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting shall make a reasonable effort to provide notice in fact to every Member. Meetings may be held by telephone conference. The meetings of the Technical Committee shall be open to any Member.

5. Allocation of Expenses and Work.

5.1. Payments. Shared Costs, as defined in Section 3.3 herein, shall be assessed by the Steering Committee in accordance with the proportionate percentage shares as set forth in Exhibit A. All assessments shall be due and payable within 45 days after receipt of notice thereof unless said notice provides otherwise. No assessments shall require Members to pay Shared Costs until after all payments collected from non-members pursuant to Section 5.3 of this Agreement have been depleted, or will be depleted within 30 days. All Shared Costs payments shall be made to the DEAP Trust Account.

5.2. Credits. The Advertiser Company is granted a \$200,000 credit to be applied against Shared Costs payments for assessments under Section 5.1. The credit is usable 50% against assessments for Shared Costs up to \$100,000 in total assessments to The Advertiser Company, and is thereafter usable 100% until the credit is exhausted.

5.3. Non-Member Payments. Payments for Site costs collected from non-members, with the exception of any payments collected pursuant to Section 5.3 of the Alliance's Past Costs Funding Agreement, shall be deposited and held in the DEAP Trust Account and shall be used to pay for all Work and other future Site costs until these non-member payments are depleted.

5.4. Accounting for Funds. The Steering Committee shall provide to the Members from time to time informal accountings of monies received, spent, and obligated, and a final accounting upon the termination of this Agreement. Such accounting may be accomplished with bank statements.

5.5. Purpose of Funds. All monies provided by Members pursuant to this Agreement shall be used solely for the purposes of this Agreement (Section 1.1) and shall not be considered as payment for any fines, penalties, or monetary sanctions. To the extent ADEM assesses stipulated penalties

EXHIBIT A

<u>Member</u>	<u>Percentage Share</u>
Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety, Alabama Department of Education, and Alabama Department Transportation	30%
The Advertiser Company	20%
City of Montgomery	21.6%
Montgomery County Commission	14.4%
Water Works and Sanitary Sewer Board of the City of Montgomery	14%

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

April 12, 2019

The Honorable Elton N. Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, Alabama 36104

Dear Chairman Dean:

RE: Low-Income Weatherization Assistance Program
Grant Agreement Number: LIWAP-028-19
Grant Amount: \$101,733.00

I am pleased to notify you that I have approved the above-referenced subgrant, which will provide funding from the Low-Income Home Energy Assistance Program funds to weatherize homes in your service area.

This grant will be administered by the Alabama Department of Economic and Community Affairs (ADECA). I have instructed the department to coordinate the preparation of appropriate documents for implementation of this award.

Please contact the Weatherization Assistance Program of ADECA if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Kay Ivey". The signature is written in a cursive, flowing style.

Kay Ivey
Governor

KI/KWB/men

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

April 12, 2019

The Honorable Elton Dean, Sr., Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning and
Development Commission
430 South Court Street
Montgomery, Alabama 36104

Dear Chairman Dean:

RE: Low Income Weatherization Assistance Program
Grant Number: LIWAP-028-19

I am pleased to inform you that your agency has been approved for **\$101,733.00** from the State of Alabama's Fiscal Year 2019 Low Income Home Energy Assistance Program funds to weatherize homes in your service area.

Enclosed are two copies of the above-referenced subgrant agreement. Please sign and witness both copies. Return one copy to the Alabama Department of Economic and Community Affairs, Energy Division, and retain one copy for your project file.

In addition, a State of Alabama Disclosure Statement, Signature of Certification form for authorized signatures, and a Certification of Compliance with the Beason-Hammon Act form are enclosed. A copy of the E-Verify Program for Employment Verification Memorandum of Understanding must also be submitted. Please complete these forms, keep copies for your records, and return the originals with your subgrant agreement.

Please contact Ms. Brenda Mock at (334) 353-5951 should you have any questions.

Sincerely,

Kenneth W. Boswell
Director

KWB/TW/ks

Enclosures

cc: Mr. Greg Clark, Executive Director

401 Adams Avenue • Suite 580 • P.O. Box 5690 • Montgomery, Alabama 36103-5690 • (334) 242-5100

7-2

SUBGRANT AGREEMENT LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-19
Grant Amount: \$101,733.00

THIS AGREEMENT is entered into as of April 1, 2019, by and between the Alabama Department of Economic and Community Affairs, Energy Division, hereinafter, referred to as the "Department" or "ADECA," and the Montgomery County Commission, hereinafter, referred to as the "Subrecipient." The Agreement consists of sixteen (16) typewritten pages and two attachments (2), as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 18B1ALL1EA

Federal Award Date: October 26, 2018

Subaward Period of Performance Start and End Date: April 1, 2019 – March 31, 2020

Amount of Federal Funds obligated by this action to the Subrecipient: \$101,733.00

Total amount of Federal Funds obligated to the Subrecipient: \$101,733.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$101,733.00

Federal Award project description: Low Income Weatherization Assistance Program (LIWAP)

Name of Federal awarding agency: U.S. Department of Health and Human Services

Pass-through entity: Alabama Department of Economic and Community Affairs

Contact information for awarding official: Kenneth W. Boswell, Director

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. PURPOSE: The purpose of this Agreement is to assist the Department with its implementation of the Low Income Weatherization Assistance Program (LIWAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. FUNDING: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed \$101,733.00 for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.
3. DURATION: The Subrecipient shall commence performance of this Agreement on April 1, 2019 and shall complete performance to the satisfaction of the Department not later than March 31, 2020.

4. OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS: For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the Department of Health and Human Services (HHS) is specifically implementing in 45 CFR Part 75. Subrecipients of HHS grants must adhere to 45 CFR Part 75 and all of its subparts, including, but is not limited to, Subpart B (45 CFR 75.100), General Provisions; Subpart C (45 CFR 75.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (45 CFR 75.300), Post Federal Award Regulations; Subpart E (45 CFR 75.400), Cost Principles; Subpart F (45 CFR 75.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

5. TERMINATION: A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this Agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience. This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

6. HEARING ON APPEAL: The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour

work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

10. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
11. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT:** In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.
12. **ENERGY CONSERVATION:** The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*
13. **DEBARMENT AND SUSPENSION:** The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 376). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its Subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any Department, agency, or political subdivision of the State. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all Subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any Subcontractor becomes debarred or suspended, and shall, at the Department’s request, take all steps required by the Department to terminate its contractual relationship with the Subcontractor for work to be performed under this Agreement.

14. **BYRD ANTI-LOBBYING ACT:** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.

15. **PROCUREMENT OF RECOVERED MATERIALS:** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

OTHER CLAUSES. In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

16. **TOBACCO SMOKE:** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.
17. **DRUG-FREE WORKPLACE REQUIREMENTS:** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.
18. **TRANSPARENCY ACT:** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.
19. **POLITICAL ACTIVITY:** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

20. **HUMAN TRAFFICKING PROVISIONS:** This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS:** It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
22. **MANDATORY DISCLOSURES:** Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
23. **NOT TO CONSTITUTE A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
24. **CONFLICTING PROVISION:** If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
25. **IMMUNITY AND DISPUTE RESOLUTION:** The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq.*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

26. **DISCLAIMER:** ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor, agency, or any other person.

27. **ACCESS TO RECORDS:** The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

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28. **ASSIGNABILITY:** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.
29. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.
- Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this Award are available for reimbursement of costs until the end of the performance period set forth in the Agreement.
30. **CONFLICT OF INTEREST:** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.
31. **INDIRECT COSTS:** In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.
32. **AUDIT REQUIREMENTS:** All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

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Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)
ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

33. **AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS:** The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.
34. **SUSPENSION OF PAYMENTS:** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

35. **DISCLOSURE STATEMENT:** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.
36. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq*, Code of Alabama 1975).

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For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing this Agreement, the 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.

37. **AMENDMENTS:** The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.
38. **ATTACHMENTS:** The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2019	1
B: Budget Sheet	April 1, 2019	1

39. **METHOD OF PAYMENT:**

- A. Procedures for determining costs that are reasonable and allowable in accordance with the provisions of 2 CFR Part 200 Subpart E.

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific condition per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

- B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.
- C. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the

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Department. If advanced funds are not expended within the thirty (30) days, the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

- D. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.
- E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).
- F. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to \$500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).
- G. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

- A. The Subrecipient shall maintain such records and accounts which provide for:
 - (1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.
 - (4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.
 - (5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.
 - (6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.

- B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.
- C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.
- D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

When the Subrecipient is notified in writing by the Federal awarding agency, the Department, cognizant agency for audit, or cognizant agency for indirect costs to extend the retention period.

Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 41-16-54, Code of Alabama 1975), which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven years.

41. PROPERTY MANAGEMENT:

- A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or

exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

- B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.
- C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

The Subrecipient assures that it possesses the legal authority to participate in this Agreement, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing participation in this Agreement, including all understandings and assurances contained therein and directing and authorizing the person identified as the Subrecipient's official representative to act in connection with the Agreement and to provide such additional information as may be required.

C. Warrants Against Person and/or Selling Agency

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement for a commission.

D. Site Visits

Authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your Subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. Publications

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

7-15

F. Copyrights

If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Federal Grantor reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material which can be copyrighted resulting from the Agreement.

G. Protections Regarding Applicant Information

- (1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are required to treat all requests for information concerning applicants and recipients of LIWAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- (2) A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - (A) whether a significant privacy interest would be invaded;
 - (B) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and,
 - (C) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- (3) A request for personal information including but not limited to the names, addresses, or income information of LIWAP applicants or recipients would require the State or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- (4) Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

H. Relocation Assistance and Real Property Acquisitions

As applicable, the Subrecipient will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally Assisted Programs.

I. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subrecipients facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

SHPO contact information is available at the following link: <http://www.nps.gov/nr/shpolist.html>
THPO contact information is available at the following link: <http://www.nathpo.org/map.html>

Section 110(k) of the NHPA applies to HHS funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the HHS Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

K. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

L. Religious Activity Prohibitions

Direct Federal grants, subawards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

M. Standard Work Specification Requirements

All weatherization work performed with HHS funds by the Subrecipient or any of its contractors must meet the guidelines and specifications outlined in the Standard Work Specifications (SWS) provided by the Department of Energy (DOE) and the National Renewable Energy Laboratory (NREL). The Alabama Weatherization Field Guide will be updated to include specifications and references to the Standard Work Specifications (SWS) and must be adhered to when performing weatherization work. Additional information regarding the Standard Work Specifications can be found at <https://sws.nrel.gov/>. This assurance must be included in all contracts and subcontracts entered into by the Subrecipient and/or any of its contractors/subcontractors.

N. Nondisclosure and Confidentiality Agreement Assurances

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or

contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

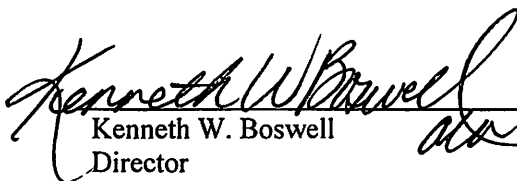
O. Same-Sex Marriage Provisions

In accordance with the decision in the United States v. Windsor (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Subrecipients must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**Alabama Department of Economic & Community
Affairs**
Department

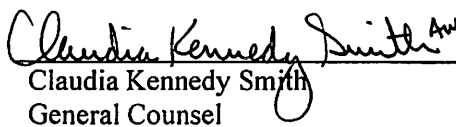
Montgomery County Commission
Subrecipient

 3/22/19
Kenneth W. Boswell
Director Date

X
Authorized Official for Subrecipient Date

X
Subrecipient Witness Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

 3/21/2019
Claudia Kennedy Smith
General Counsel Date

C E R T I F I C A T I O N

GRANTEE LEGAL
NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. LIWAP 028-19

Signature: X

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: X

Typed Name: Greg Clark

Title: Executive Director

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

OFFICIAL SEAL

(if available)

X
Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300

7-19

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature X Date X

Notary's Signature X Date X Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)

DATE: April 16, 2019

RE Contract/Grant/Incentive (describe by number or subject):

Weatherization Assistance Program – Grant No. LIWAP 028-19 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Chairman with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

 (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 16 day of April 2019.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: X

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on
this 16 day of April 2019.

WITNESS: X

Printed Name of Witness

7-21

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO.: LIWAP-028-19

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2019

1. The Subrecipient shall weatherize a minimum of 24 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subrecipient shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	24

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-19

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE (-) / INCREASE (+)	TOTAL
ADMINISTRATIVE	\$5,354.00		\$5,354.00
WEATHERIZATION SERVICES	\$96,379.00		\$96,379.00

TOTAL ALLOCATION: \$101,733.00

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery Area Mental Health Authority

During the April 8, 2019 Commission meeting, I presented the current list of the Board of Directors for the Montgomery Area Mental Health Authority. The term of Arica Smith, appointment for Montgomery County, expired April 1, 2019. We will discuss this reappointment on Monday.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

8-1

Montgomery Area Mental Health Authority

Members:

Term Expires:

Rev. Albert Perkins, III
425 North Moye Drive
Montgomery, AL 36109

4/1/2021

* Arica Smith
2224 Semaht Drive
Montgomery, AL 36106
334-224-4294
Smithfamily2224@yahoo.com

4/1/2019

Yulanda Tyre
350 Split Bark Road
Cecil, AL 36013
334-318-1134

4/1/2023

Mr. Henry E. Parker, Executive Director
Montgomery Area Mental Health Authority
P.O. Box 3223
Montgomery, AL 36109

Term: 6 years

MONTGOMERY AREA MENTAL HEALTH AUTHORITY**BOARD OF DIRECTORS**

Rev. Baxter Morris - President
City of Montgomery -2023

Mr. Bruce Howell - Vice President
County of Autauga-2023

Mrs. Leslie Carmichael - Secretary
County of Autauga-2021

Mrs. Caroline Horton - Treasurer
City of Prattville-2019

Mrs. Helenor T. Bell
City of Hayneville-2022

Rev. Dale Braxton
County of Lowndes-2023

Mrs. Jean D. Davis
County of Autauga-2020

Mrs. Ann Harper
City of Millbrook-2024

Mr. Kelvin Mitchell
City of Hayneville-2023

Mrs. Arica Smith
County of Montgomery-2019

Ms. Lisa R. Williams.
City of Montgomery-2023

Mr. Ken Austin
City of Montgomery-2019

Mrs. Jacqueline Darnell
County of Elmore-2023

Mrs. Peggy Francis
County of Elmore-2023

Mr. Curtis Harrison
County of Lowndes-2020

Rev. Albert Perkins, III
County of Montgomery-2021

Mrs. Yulanda Tyre
County of Montgomery-2023

There are no vacancies in Montgomery County at this time.

2/27/19

Board Vacancies:

Town of Fort Deposit (2)

City of Prattville (1)

City of Prattville (1) pending

City of Tallassee (1)

City of Wetumpka (1)

Elmore County (1)

Lowndes County (1)

AMENDMENT OF CERTIFICATE OF INCORPORATIONOF MONTGOMERY AREA MENTAL HEALTH AUTHORITY, INC.

The undersigned President and Secretary of the said corporation files this amendment in accordance with a duly passed Resolution of the members of the Board of Directors of said corporation on May 29, 1979, to amend its Charter of Incorporation as follows:

1. Paragraph 9 shall be amended to read: The corporation shall have a Board of Directors of twenty-four (24) members who shall serve for staggered terms of six years each. The Initial members shall be appointed for terms of one, three and five years as fixed by the governing bodies appointing them in their resolutions making the appointments as follows:

- 3 directors from Montgomery County by the Montgomery County Commission.
- 3 directors from Autauga County by the Autauga County Commission.
- 3 directors from Elmore County by the Elmore County Commission.
- 3 directors from Lowndes County by the Lowndes County Commission.
- 3 directors from the City of Montgomery by the Montgomery City Council
- 3 directors from the City of Prattville by the Prattville City Council
- 1 director from the City of Wetumpka by the Wetumpka City Council;
- 1 director from the City of Millbrook by the Millbrook City Council
- 1 director from the City of Tallahassee by the Tallahassee City Council
- 1 director from the City of Hayneville by the Hayneville City Council.
- 2 directors from the City of Fort Deposit by the Fort Deposit City Council

Thereafter each such governing body shall appoint a successor to each director as his term shall expire (who may be the same person) for a term of six years. The term of office of each director shall end at noon on April 1st in each odd numbered calendar year. A member of the Board of Directors shall hold office until his successor has been appointed and qualified. The respective appointment authority shall appoint or reappoint a qualified person as a member of the Board of Directors whenever a member's term expires or whenever a position becomes vacant for any other reason. A member of the Board of Directors shall receive no compensation for his services.

IN WITNESS WHEREOF, The President and Secretary of the said corporation have hereunto set their hands and seals on this 24 day of May 1979.

Thomas A. Gargib
President

Barbara K. K. K. K. K.
Secretary

1b

STATE OF ALA.
MONTGOMERY COUNTY

AUG 22 3 54 PM 1979

JUDGE OF PROBATE

555012 272

001.00 : -A

001.50 : -A

002.50 : -A

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointments to the Montgomery City/County Public Library Board

The terms of Patina Moss and Joseph D. Trimble will expire June 5, 2019 as members of the Montgomery City/County Public Library.

We will be discussing these appointments at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

**Montgomery City-County Public Library
Board of Trustees
2018 Directory**

*

Patina Moss
County Appointment
2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com
Term Expires: June 21, 2019

Katie Bell, PhD - President
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net
Term Expires: June 1, 2020

Phill Johnson, PhD
County Appointment
1572 Westbury Park CT
Montgomery, AL 36117
Phone W# 244-3200
Cell # 315-4507
pjohns23@aum.edu
Term Expires: June 1, 2022

ShaKenya Calhoun
City Appointment
4155 Lomac Street, Ste. G
Montgomery, AL 36106
Cell # 462-1710
scalhoun@calhounent.com
Term expires: September 21, 2017

*

Joseph D. Trimble
County Appointment
512 Martha Street
Montgomery, AL 36104
Phone H #263-4989; C# 235-8225
jsph_trimble@yahoo.com
Term Expires: June 1, 2019

Michael Fritz
City Appointment
25 South Court Street, Suite 200
Montgomery, AL 36109-2344
mfritzjd@hotmail.com
Term Expires: June 1, 2019

Gary Burton - Vice President
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2022

Cassandra E. Brown
City Appointment
P.O. Box 251402
Montgomery, AL 36125
Phone H # 286-0791
Phone W # 832-5485
Cell # 324-9191
cebrown49@gmail.com
Term Expires: September 21, 2020

Theresa Steele Mitchell
County Appointment
554 East Fairview Avenue
Montgomery, AL 36106
Phone C# 334-603-5949
tsteelemitchell@gmail.com
Term Expires: June 1, 2020

Janet Waller, Secretary
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
*Cell #504-250-1219
jmwall7@gmail.com
Term Expires: September 21, 2018

Betsy Atkins
County Appointment
201 Laurel Springs Court
Pike Road, AL 36064
Phone H #260-0998
Betsy@goakd.com
Term Expires: June 1, 2021

Adam Muhlendorf
City Appointment
3361 Boxwood Drive
Montgomery, AL 36111
Office #334-625-0175
Cell #202-641-6216
adam@longleafstrategies.com
Term expires: June 1, 2019

Janice Franklin, PhD
County Appointment
4424 Woodcrest Drive
Montgomery, AL 36108
Phone H #288-9153
Office: #229-4106
jfranklin@alasu.edu
Term Expires: June 1, 2021

Chester Mallory, Treasurer
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2018

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
marymclemore@fastmail.com

Ron Simmons
City Appointment
1219 Parama Court
Montgomery, AL 36109
Phone W # 230-8356
Cell # 303-0847
rsimmons@montgomerychamber.com
Term expires: September 21, 2019

VACANT
President, Library Foundation

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Karen L. Preuss, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
kpreuss@mccpl.lib.al.us

Library Home Page <http://www.mccpl.lib.al.us>

4 year terms

8/31/2018

9-3

Elton N. Dean, Sr.
CHAIRMAN
Ronda M. Walker
VICE CHAIRMAN
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board Appointment

The Montgomery County Commission, at its meeting on April 8, 2019, discussed an appointment to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that he is still working for a replacement for Larry Spencer who is moving and could not serve another term.

The Commission will be discussing this item at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Community Punishment & Corrections Authority

Members:**Term Expires:**

Robert E. L. (Bobo) Gilpin
 Kaufman Gilpin McKenzie Thomas Weiss, PC
 P.O. Drawer 4540
 Montgomery, Alabama 36103-4540
 Direct Dial: 334-409-2236
 Email: rgilpin@kgmlegal.com

12/1/2021

Carolyn Millender
 3552 Dee Drive
 Montgomery, AL 36116
carmil1908@knology.net
 Home: 281-2108 Cell: 313-1653

12/1/2019

Daniel Harris
 3857 Colline Drive
 Montgomery, AL 36106
 Home: (334) 239-7351

12/1/2019

Frank Brown, Chairman
 PO Box 6101
 Montgomery, AL 36106-6101
 Cell: 224-2281 Work: 353-4609

12/1/2021

James E. Williams
 P.O. Drawer 5130
 Montgomery, AL 36103
 Home: 834-4746 Work: 263-6621

12/1/2021

Perry O. Hooper, Jr.
 4525 Executive Park Drive, Suite #202
 Montgomery, AL 36116
 Work: 334-409-3119
 Cell: 334-391-0554
perryo@paolmarins.com

12/1/2021



Larry Edward Spencer
 6414 Philadelphia Hill
 Montgomery, AL 36117
 Phone: 270-5538
lspencer@alasu.edu

12/1/2018

District Attorney Daryl Bailey
 Work: 832-2550

12/1/2022

Sheriff Derrick Cunningham
 Work: 832-2593

12/1/2022

Sheriff
 District Attorney
 All others

4 year term
 6 year term
 3 year term

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VERNON BARNETT
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner
MICHAEL D. GAMBLE
Deputy Commissioner
DONALD J. GRAHAM
Deputy Commissioner

March 1, 2019

MTGEY CO. COMMISSIONER
MAR 8 '19 AM 8:38

TO ALL COUNTY GOVERNING BODIES

As you know, Section 40-3-2, Code of Alabama 1975, requires that each county governing body, shall nominate three persons for consideration in the selection of a County Board of Equalization. One member of the Board of Equalization is to be chosen from the list submitted by your body.

The task of creating a board to pass upon all property assessments is a matter of the highest importance; and the state is interested just as much as the county. You are urged to suggest the best possible type of citizenship for this responsibility.

You are requested to submit your nominations on the official form which is enclosed, so that the intent of the law will be fully carried out. Your attention is called to the fact that a person should be nominated by only one nominating body. It will be appreciated if you will confer with the County Board of Education and the municipalities, so that duplicate nominations will be avoided.

You will note that these nominations are for the new four-year term beginning October 1, 2019.

It will be greatly appreciated if you will return these nominations by August 15, 2019 in order that lists of all boards may be announced in ample time.

Sincerely yours,

Vernon Barnett
Commissioner

VB:dj

Enclosure

COUNTY

OFFICIAL REPORT
Nominations for the
County Board of Equalization
Term beginning October 1, 2019

STATE OF ALABAMA)
)
_____ County)

To the State Commissioner of Revenue
Montgomery, Alabama

We, the undersigned members of the County Commission, or other governing body of this county, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Alabama 1975, each nominee is a resident of this county, is an owner of taxable property located within this state, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

1. _____	Name (As usually signed)
_____	Exact Post Office Address
2. _____	Name (As usually signed)
_____	Exact Post Office Address
3. _____	Name (As usually signed)
_____	Exact Post Office Address

Signatures of all members of
County Commission
or other governing body.

DATE: _____, _____

Board of Equalization

Members:

Recommended by:

Term Expires:

Leu Hammonds
5336 Loisa Lane
Montgomery, AL 36108
Home: 334/281-6429

Board of Education

9/30/2019

C. Arthur Steineker
2401 E. Cloverdale Park
Montgomery, AL 36106
Phone: 334/300-3503

County

9/30/2019

Mitchell Dubina
9054 Huron Court
Pike Road, AL 36064

City

9/30/2019

Attorney: Mark Anderson, III

Term: 4 years

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: First Amendment to Lease Agreement for Pike Road Library

The Montgomery County Commission has had a Retail Lease Agreement with the Town of Pike Road for the Pike Road Library. Associate Broker Mark Dauber with John Stanley & Associates, Inc., has been working on a continuation Amendment to the Lease. Attached is the First Amendment to the Lease Agreement, which is for a three year period at the same annual rent of \$61,620. I have discussed this lease renewal with Commissioner Singleton and we will be discussing this Amendment at Monday's meeting.

Although we pay the Town of Pike Road for the library rent, they reimburse us one-half of the cost along with one-half of the operating expenses of the library.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") entered into effective as of the date of the last party's signature hereto (the "Effective Date") by and between The Town Of Pike Road, ("Landlord"), and The Montgomery County Commission For The Benefit Of The Montgomery City & County Library Board ("Tenant") hereby amend that certain Lease Agreement dated October 21, 2013 (the "Lease"). This First Amendment shall be incorporated into, and made a part of the Lease and all references hereinafter to the Lease shall be deemed to include this First Amendment.

RECITALS

WHEREAS, pursuant to the Lease, Tenant currently leases from Landlord approximately 5,135 rentable square feet of space located at 9583, 9585, and 9589 Vaughn Road, Pike Road, Alabama (the "Premises"); and

WHEREAS, Tenant and Landlord desire to amend certain terms of the Lease as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, Tenant and Landlord mutually covenant and agree as follows:

1. In the event of a conflict between the terms and conditions of this First Amendment and the Lease, the terms and conditions of this First Amendment shall prevail.
2. All capitalized terms used in this First Amendment which are not otherwise defined herein shall have the same meaning ascribed to such terms in the Lease.
3. **TERM.** The Term of the Lease is hereby extended to March 1, 2022 (the "Extended Term");
4. **FIXED MINIMUM RENT.** Beginning March 1, 2019, Tenant shall pay rent at the rate set forth in the Lease for the period March 2019 to March 1, 2022 of \$12.00 per foot per month. The Base Rent during the Extended Term shall be due and payable as follows:

<u>Extended Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
March 1, 2019-March 1, 2022	\$61,620.00	\$5,135.00

6. **COUNTERPARTS.** This First Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement,

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and shall become a binding agreement with one or more counterparts having been executed by Landlord and Tenant. The parties agree that a facsimile signature shall be considered an original signature.

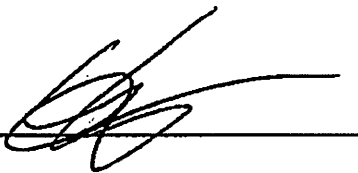
7. Except for the terms specifically addressed herein, the Premises shall continue to be governed by the terms and conditions of the Lease. The Lease is hereby ratified and affirmed and all other terms, covenants and conditions of the Lease not modified herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Tenant and Landlord hereby execute this First Amendment as of the Effective Date.

LANDLORD:

The Town Of Pike Road

By: _____



Name: Gordon Stone

Title: Mayor

Executed: February 25, 2019

TENANT:

The Montgomery County Commission For
The Benefit Of The Montgomery City &
County Library Board

By: _____

Name:

Title: _____

Executed: _____, 2019

Old Lease

RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (hereinafter referred to as the "Lease"), is made and entered into as of the ____ day of October, 2013, by and between **THE TOWN OF PIKE ROAD**, (hereinafter called "Landlord"), and **The Montgomery County Commission (for use as a Library)**, (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Tenant is desirous of leasing from Landlord, and Landlord is desirous of leasing to Tenant certain premises hereinafter described, upon the terms, covenants and conditions set forth herein; and

WHEREAS, the parties desire to set forth their agreement in writing.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual entry into this Lease by Landlord and Tenant, the rents hereinafter reserved and all of the terms, covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. DEMISED PREMISES.

Landlord hereby leases and demises to Tenant, and Tenant hereby leases and takes from Landlord, those certain premises identified as Bays Number 8, 9, and 10 (herein referred to as the "Demised Premises") now erected or hereinafter to be erected in the Pike Road Station Shopping Center (herein, sometimes referred to as "Shopping Center"), located in Montgomery County, State of Alabama. The Demised Premises consist of a space having a total gross leasable area of approximately 5,135 square feet, having an address of 9583, 9585, and 9589 Vaughn Road, Pike Road, Alabama. The boundaries and location of the Demised Premises are outlined in yellow on a drawing of the Shopping Center, which is attached hereto and made a part hereof and marked **Exhibit "A"**. The legal description of the Shopping Center is attached hereto and made a part hereof as **Exhibit "B"**.

Tenant shall have the rights of reciprocal access and parking in the Shopping Center, as hereinafter provided, and use of the Common Areas (as defined herein), together with all other easements, privileges, rights, tenements, appurtenances, hereditaments, and fixtures appurtenant thereto; subject however, to the limitations in Tenant's rights of use as provided herein. As used herein, the term "Common Areas" shall mean and include all areas, facilities and improvements provided from time to time for the general, common or joint use on a nonexclusive basis by Landlord and the tenants of the Shopping Center, their respective agents, employees, invitees, and customers, including, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, truckways, access roads, ramps, loading docks, delivery areas, storm and sanitary sewer systems, signs, landscaped and vacant areas, lighting facilities, including all utilities serving the same, whether located within or outside of the Shopping Center property, except as may be otherwise designated by Landlord for the exclusive use of any tenant. The Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas. Landlord reserves the right at any time or from time to time to change the areas, locations and arrangement of parking areas and other facilities and areas within or designated as part of the Common Areas.

2. PRIMARY TERM.

The Primary Term of the Lease ("Primary Term") shall commence on the Effective Date and shall end five (5) years from the last day of the month in which the Rent Commencement Date occurs. As used herein, the term "Rent Commencement

12-4

5. FIXED MINIMUM RENT.

Tenant covenants and agrees to pay to Landlord, throughout the Primary Term of this Lease, a fixed minimum rent for the Demised Premises (herein, the "Fixed Minimum Rent"), in advance on the first day of each month during the Primary Term, at the office of Landlord or such other place and to such other person as Landlord may designate, without any setoff or deduction whatsoever, in equal consecutive monthly installments as follows:

For the Primary Term of the lease, the Fixed Minimum Rent shall be calculated at the rate of **\$12.00** per square foot of leasable area. The Fixed Minimum Rent, and assuming a total gross leasable area of 5,135 square feet, shall be payable in monthly installments of **\$5,135** each; being an annual rate of **\$61,620.00**.

The Fixed Minimum Rent shall be prorated for a fractional month if any, and the Five (5) year Primary Term of this Lease and the first Lease Year, shall be extended by any such fractional month.

As used herein "Lease Year" shall mean a period of twelve (12) full consecutive calendar months. The first Lease Year shall begin on the Rent Commencement Date hereof if the Rent Commencement Date of the Primary Term shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the first full calendar month next following the partial month in which the Rent Commencement Date occurs, and the first Lease Year shall include the additional days from such partial month. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

Tenant agrees to pay as additional rental five (5%) percent of the monthly rental installment of Fixed Minimum Rent, any Additional Rent (as hereinafter defined), and any other charges due as hereinafter defined in this Lease Agreement, if the monthly rental installment of Fixed Minimum Rent, any Additional Rent or other charges, are not received by Landlord within five (5) days from the date the monthly rental installment of Fixed Minimum Rent, Additional Rent and other charges are due and payable.

6. EXTENSION TERM(S)

Landlord herein agrees that Tenant may renew this Retail Lease Agreement under terms and conditions mutually agreeable to both parties provided that Tenant has not breached any of the terms of this Retail Lease.

The terms and conditions of said renewal will remain as stated herein with one exception: The fixed minimum rent will be adjusted to the existing market rate at the time of the renewal and a new lease term will be agreed upon. Landlord will incur no expense in the event that Tenant has any dispute or disagreement with the "stated market rate". In the event that Tenant does not accept the "stated market rate" within ten (10) days of notification of the same by Landlord, then Tenant's option to extend this Lease for the renewal term shall be void and inoperable.

Tenant must make a written request for said renewal AT LEAST one hundred and eighty (180) days prior to the expiration of the Primary Term of this lease.

April 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Perry Street Parking Deck Lease Agreement and Release

Attached is a lease agreement and individual release for parking in the Perry Street Deck pending renovation. The lease agreement reflects the same terms and conditions of the existing verbal agreement. In order to continue to park in the deck, all individuals will be required to execute the individual release.

I request that the lease agreement and release be placed on the next agenda.

PARKING DECK SPACE LEASE

This Parking Deck Space Lease is entered into effective as of April 15, 2019, between the Montgomery County Commission ("Landlord") and Capell & Howard, P.C., an Alabama professional corporation ("Tenant").

1. Leasing of Spaces; Access.

(a) Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, according to the terms and conditions contained in this Lease, those ___ parking spaces identified in Exhibit "A" attached hereto, which list may be modified from time to time as provided herein, together with access to those spaces as provided for more specifically herein (the "Spaces") located in that parking deck located at 100 South Perry Street, Montgomery, Alabama (the "Deck").

(b) Tenant and its employees shall have vehicular and pedestrian access to the Spaces (i) on and through all drives and walkways located in the Deck, and (ii) through the existing doors connecting 150 South Perry Street ("Tenant's Office") to the first, second, and third floors (not the basement) of the Deck. Tenant and its employees shall not use the elevator or stairwells, which are not in serviceable condition.

2. Month-to-Month Term. The term of this Lease shall be calendar month to calendar month, commencing on April 15, 2019 and expiring when either Landlord or Tenant provides the other with 30 days' written notice of termination (the "Term"). Tenant may terminate the use and rent therefor of any Space without terminating this Lease. During the Term, Tenant shall have the option to lease additional parking spaces in the Deck from time to time subject to their availability at the same cost per Space. Upon Tenant's providing Landlord written notice of election to lease additional available parking spaces and paying the rent for each such space for the remainder of the month, those designated spaces shall become Spaces.

3. Rent. Tenant shall pay to the Landlord at its office, or such other place as Landlord may designate in writing, monthly rental installments of \$35 for each of the Spaces, commencing on April 15, 2019, and continuing on the first day of each succeeding calendar month during the Term.

4. Notice to Tenant of Landlord's Construction Plans. Landlord has informed Tenant that Landlord intends to conduct substantial construction activities in and about the Deck to include repairing or possibly demolishing and replacing the Deck.

5. **Maintenance of Deck by Landlord.** Landlord shall, at its expense, maintain the Deck in a clean operating condition. Landlord shall: (i) maintain adequate lighting on all floors, and cause the Deck to be adequately lit at all times, (ii) install an adequate number of waste disposal containers throughout the Deck and regularly remove trash therefrom, and (iii) regularly sweep and otherwise clean debris and trash in and about the Deck and parking spaces.

6. **Permitted Users of Spaces; Assignment and Subletting.** The Spaces may be used only by Tenant and its employees and may not be sub-let to or used by others without the prior written consent of Landlord.

7. **Notices and Payments.** All notices, demands, requests or other deliveries required or permitted hereunder shall be in writing and sent as provided below:

Notices and payments: to Landlord	Montgomery County Commission P.O. Box 1667 Montgomery, Alabama 36102 Attention: Florence Cauthen Telephone: (334) 832-1203 Email: florencecauthen@mc-ala.org
--------------------------------------	---

Notices to Tenant:	Capell & Howard, P.C. 150 South Perry Street Montgomery, Alabama 36104 Attention: M. Courtney Williams Telephone: (334) 241-8054 Email: courtney.williams@chlaw.com
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Landlord and Tenant each may change its street, telephone number, or email address by providing written notice to the other at the street or email addresses then in effect. Delivery of notice is made upon the first to occur of any of the following:

- (a) when actually received in person, if hand delivered; and
- (b) on the date of first attempted delivery by the U.S. Postal Service, if deposited in the United States Mail, certified, return receipt requested, or with a nationally recognized overnight delivery service utilizing a tracking or signed receipt system.

Delivery of rent or other payments may be by U.S. Postal Service, first class. Verbal communication (whether by telephone or otherwise) is effective as notice only when specifically permitted in this Lease.

8. General Provisions.

(a) This Lease contains the entire agreement between the parties and supersedes all prior written or oral agreements, representations and understandings regarding the leasing of the Spaces. This Lease cannot be amended except by written document executed by Landlord and Tenant.

(b) If any provision of the Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

(c) This Lease shall inure to the benefit of and shall be binding upon the Landlord, and the Tenant.

(d) This Lease may be executed and delivered electronically or by facsimile and in any number of counterparts, each of which shall be deemed to be an original. This Lease shall be deemed fully executed when the counterparts, taken together, reflect execution by all parties.

(e) The validity, construction, performance and enforcement of this Lease shall be governed by the laws of the state of Alabama.

(f) The drafting of this Lease by either Landlord or Tenant shall be disregarded in the construction and interpretation of this Lease.

(g) The section headings and captions in this Lease are for convenience only. They shall not be considered a part hereof and shall not affect in any manner the construction and interpretation of this Lease.

9. **Release by Tenant.** Tenant assumes the risks of damage to its and its employees' property located in the Deck, including its and their vehicles parked in the Deck at any time during the term of this Lease. Tenant releases Landlord and its successors and assigns from any and all liability resulting from the condition of the Deck and any construction activity occurring during the term of this Lease but not after the Term; provided, however, that none of Landlord or its contractors, subcontractors and agents is released from liability as a result of any damage to Tenant's Office.

10. **Releases by Tenant's Employees.** Tenant will submit to its employees, who desire to park in the Deck during the Term, a release in the form attached as Exhibit "B." Only those employees of Tenant who sign and deliver to Landlord such a release will be authorized to park their vehicles in the Deck.

11. **Dispute Resolution.** If a dispute arises out of or relates to this Lease 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 regarding this Lease between the Montgomery County Commission and Capell & Howard, P.C. not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama.

The Landlord and the Tenant have each caused this Lease to be executed in its name and behalf, effective as of the date first above written.

Landlord:
MONTGOMERY COUNTY COMMISSION

Tenant:
CAPELL & HOWARD, P.C.

By: _____
Its: _____

By: _____
Its: _____

[To be modified to include only Tenant's Employees who Execute Releases]

EXHIBIT "A"

List of Spaces

EXHIBIT "B"
Form of Release by Tenant's Employees

**STATE OF ALABAMA
MONTGOMERY COUNTY**

RELEASE

1. I, _____, am an employee of Capell & Howard, P.C. (the "Firm"), currently park in the deck at 100 South Perry Street, Montgomery, Alabama (the "Deck"), and wish to continue to do so until that certain Parking Deck Space Lease (the "Lease") dated April 15, 2019 between the Firm and the Montgomery County Commission ("MCC") is terminated, which may be accomplished by either the Firm or MCC on 30 days' notice to the other.

2. I understand that MCC plans to renovate the Deck in the near future.

3. I am aware that the Deck will soon be a construction site and that construction work by the contractor and any sub-contractor may create a danger to anyone located in or about the Deck.

4. I understand the possible danger and hereby release MCC and any of its contractors, sub-contractors and employees from:

(a) Any and all liabilities of any nature resulting from or relating to the construction of the Deck during the term of the Lease; and

(b) Any and all liabilities and claims for compensation, damages, or equitable relief that may or could be asserted by me from or related to my use of the Deck during the term of the Lease.

5. I execute this Release with a full understanding of the terms contained herein.

Dated: April __, 2019.

Signature

Printed Name

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: April 16, 2019

RE: Contract No. 51901-18B-014
Dumpster Rental & Trash Collection

I request that the attached Amendment No. 3 to Liberty Disposal, Inc. contract for dumpster rental and trash collection be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for one (1) year, beginning July 1, 2019 and ending on June 30, 2020.

Liberty Disposal, Inc. would like to increase prices by 4.10% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lamar Allen, General Services Director.

Attachment

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

Amendment
To
Contract # 51901-18B-014

Amendment No. 3

Contract with Liberty Disposal, Inc. for Dumpster Rental and Trash Collection is hereby extended for one (1) year, beginning July 1, 2019 and ending June 30, 2020.

Prices will increase by 4.10%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

LIBERTY DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II ~~II~~

DATE: April 10, 2019

RE: Invitation to Bid No. 51965-19B-011
Private Data Network Probate/Revenue West

Request that approval of award on the above referenced Invitation to Bid to the lowest bidder Wide Open West, Inc., in the amount of \$900.00 per month, based on Alternate 2, be placed on a future agenda. (Copy of spreadsheet is attached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

Coordination of award made with Lou Ialacci, Director of Information Systems.

Attachment

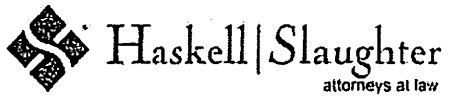
Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-19B-011					AT & T Corp. Attn: Matthew Coker 38 Washington Ave., Montgomery, AL 36108 (251)508-6094 Minority Owned Business Yes X NO		Wide Open West, Inc. Attn: Bill Gullford 7887 East Belleview Ave. Englewood, CO 80111 Minority Owned Business Yes X NO		Cytranet Attn: Chase Nelson 61 St. Joseph Street Mobile, AL 36602 Minority Owned Business X YES NO		Charter Communications Attn: Kathleen Ciccone 12405 Powerscourt Dr. St. Louis, MO 93131 Minority Owned Business YES X NO			
DATE ISSUED: March 4, 2019														
DATE OPENED: March 25, 2019														
INFORMATION SYSTEMS														
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	Alternate #1													
	500 Mbps													
	Installation Cost	Ea	1											
	Monthly Cost	Ea	1	\$650.00	\$650.00	\$890.00	\$890.00	\$875.00	\$875.00	\$1,312.00	\$1,312.00			
2	Alternate #2													
	1 Gbps													
	Installation Cost	Ea	1											
	Monthly Cost	Ea	1	\$750.00	\$750.00	\$900.00	\$900.00	\$1,075.00	\$1,075.00	\$1,724.00	\$1,724.00			
3	Alternate #3													
	2 Gbps													
	Installation Cost	Ea	1											
	Monthly Cost	Ea	1	\$950.00	\$950.00	\$1,035.00	\$1,035.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00			
TOTAL BID AMOUNTS														

Note AT & T's pricing is per location.

WOW's pricing is inclusive of both locations.

15-2



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

T T G

MEMORANDUM

April 9, 2019

To: Donnie Mims
From: Thomas T. Gallion, III
Re: WOW! Business Customer Agreement

I have reviewed your memorandum of April 8, 2019, regarding a WOW! Business Customer Agreement regarding data services for Probate/Revenue West offices.

I have reviewed the Addendum including the Dispute Resolution language and the Indemnification. The Agreement with the Addendum is acceptable.

I am also of the opinion that the services provided for in these agreements are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why these agreements should not be executed if it is the desire of the Montgomery County Commission and the suggested changes are made.

50051-317

15-3

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isalah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 8, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: WOW! Business Customer Agreement

Attached is a WOW! Business Customer Agreement regarding data services for Probate/Revenue West offices.

Also, attached is an Addendum to the WOW! Business Customer Agreement, which has our standard dispute verbiage. Please note the Indemnification clause.

Please review the documents and issue an opinion by Wednesday, April 10, 2019, as to whether the Agreement and Addendum are acceptable.

As always, thank you for your assistance.

DLM/tm

Attachments

A COUNTY OLDER THAN THE STATE

15-4

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Funding for Paving Driveway at County Maintenance Shop

Recently, the County opened a new maintenance shop located on Terminal Road. We need to pave the gravel driveway into this property, which has a cost of \$9,100.

I am requesting to place on the next agenda a Budget Change Request to fund this project.

Should you have any questions, please contact me.

DLM/tn

A COUNTY OLDER THAN THE STATE

16-1

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Budget Change Request regarding Travel/Training Budget

The County Commission has a Travel & Training Budget of \$25,000 and we have authorized travel requests utilizing all of these funds. We have two remaining conferences for Commissioners to attend which is the July 2019 NACo Conference in Las Vegas and the August 2019 ACCA Annual Conference in Orange Beach.

The projected cost per attendee to the NACo Conference is \$1,928 and Vice Chairman Walker and Commissioner Harris plan to attend.

The projected cost of the ACCA Annual Conference with all Commissioners attending is \$5,056.

I am requesting to place on the next agenda a Budget Change Request for Travel & Training in the amount of \$8,900 to cover these estimated expenses. Please let me know if you have any other conferences to attend.

Should you have any questions, please contact me.

DLM/tn

A COUNTY OLDER THAN THE STATE

POSITION FILL REQUEST- UNBUDGETED

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

POSITION INFORMATION:

Position Title Maintenance Mechanic
Position Number TBD
Pay Grade S09 Pay Range \$34,109-\$50,965
Proposed Effective Date April 29, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

To request an additional Maintenance Mechanic position for Support Services and unallocate the Service Maintenance Worker III position currently in the SS budget. This position will better provide the skills needed to manage County property.

Lamar Allen
Department Head

Date 4/17/2019

FINANCIAL IMPACT:

The 2019 budget includes \$46,966 for the the Service Maintenance Worker III. The annual cost of the Maintenance Mechanic is approximately \$50,000. Vacancy savings will cover the additional expense in the 2019 budget. Comparing starting pay and benefits for each position could potentially increase subsequent budgets by \$10,600 annually.

Sherrill Thomas
Finance Director

Date 4/17/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Donald Mims
Administrator

FROM: Derrick Cunningham
Sheriff

DATE: April 3, 2019

RE: County Public Safety Pay Plan

As previously discussed, I am requesting that the Commission approve changes to the County Public Safety Pay Plan to keep the department competitive with other law enforcement agencies. The proposed changes are below:

- Increase the beginning steps for County officers

		Current	Proposed
Deputy Sheriff Corporal	PS2	44,460	45,754
Deputy Sheriff Sergeant	PS3	49,393	54,122
Deputy Sheriff	PS4	54,436	63,123
Lieutenant Deputy	PS5	61,226	73,335
Sheriff Captain	PS6	69,064	85,545
Deputy Sheriff Major			
Asst. Chief Deputy Sheriff	A12/PS6	69,237	85,545

- Approve Lateral transfer rules for Deputy Sheriff PSI hires.

Less than 2 years and out-of-state transfer	Step 6
More than 2 years, less than 5 years	Step 7
More than 5 years, less than 10	Step 8
More than 10 years	Step 9
- Approve moving the Assistant Chief Deputy Sheriff position to the Public Safety pay plan grade PS6 with \$5,000 assignment pay.

Attached are copies of the current County Public Safety Pay Plan and the proposed pay plan.

The proposed changes affect 16 employees because most County officers are already paid above the proposed minimum. The cost of the changes to the current 2019 budget is approximately \$32,300.

I appreciate your thoughtful consideration of this request.

19-1

MONTGOMERY COUNTY
PUBLIC SAFETY PAY PLAN
EFFECTIVE: OCTOBER 1, 2018

Grayed out steps are not used

	STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Grade	Annual	38,236														
PST	Bi-Wkly	1470.61														
	Hourly	18,3826														
Grade	Annual	34,575	35,796	37,015	38,236	39,456	40,677	41,897	43,118	44,338	45,557	46,778	47,998	49,219	50,440	51,661
PS1	Bi-Wkly	1329.82	1376.78	1423.66	1470.61	1517.55	1564.49	1611.43	1658.37	1705.31	1752.21	1799.15	1846.09	1893.03	1939.99	1986.95
	Hourly	16.6228	17.2097	17.7957	18.3826	18.9694	19.5561	20.1429	20.7296	21.3164	21.9026	22.4894	23.0761	23.6629	24.2499	24.8369
Grade	Annual	36,689	37,985	39,279	40,575	41,869	43,164	44,460	45,754	47,050	48,344	49,639	50,934	52,229	53,523	54,816
PS2	Bi-Wkly	1411.12	1460.94	1510.72	1560.56	1610.33	1660.16	1709.99	1759.76	1809.60	1859.38	1909.19	1958.98	2008.80	2058.56	2108.32
	Hourly	17.6390	18.2618	18.8840	19.5070	20.1291	20.7520	21.3749	21.9970	22.6200	23.2422	23.8649	24.4873	25.1100	25.7320	26.3540
Grade	Annual	44,664	46,240	47,816	49,393	50,969	52,546	54,122	55,699	57,275	58,851	60,428	62,003	63,580	65,156	66,733
PS3	Bi-Wkly	1717.86	1778.46	1839.09	1899.72	1960.34	2020.99	2081.62	2142.26	2202.89	2263.51	2324.16	2384.74	2445.38	2506.02	2566.66
	Hourly	21.4732	22.2307	22.9886	23.7465	24.5043	25.2624	26.0202	26.7782	27.5361	28.2939	29.0520	29.8093	30.5672	31.3252	32.0832
Grade	Annual	49,225	50,962	52,699	54,436	56,174	57,911	59,648	61,385	63,123	64,860	66,597	68,335	70,073	71,810	73,547
PS4	Bi-Wkly	1893.26	1960.07	2026.90	2093.70	2160.54	2227.35	2294.15	2360.98	2427.80	2494.61	2561.42	2628.26	2695.11	2761.91	2828.71
	Hourly	23.6658	24.5009	25.3362	26.1713	27.0067	27.8419	28.6769	29.5122	30.3475	31.1826	32.0178	32.8532	33.6889	34.5239	35.3589
Grade	Annual	57,188	59,207	61,226	63,244	65,262	67,281	69,299	71,317	73,335	75,355	77,373	79,391	81,409	83,427	85,444
PS5	Bi-Wkly	2199.54	2277.18	2354.84	2432.46	2510.10	2587.71	2665.34	2742.96	2820.59	2898.26	2975.87	3053.50	3131.12	3208.72	3286.32
	Hourly	27.4943	28.4647	29.4355	30.4057	31.3762	32.3464	33.3167	34.2870	35.2574	36.2283	37.1984	38.1688	39.1390	40.1090	41.0790
Grade	Annual	66,709	69,064	71,418	73,772	76,127	78,481	80,836	83,191	85,545	87,899	90,254	92,608	94,984	97,318	99,672
PS6	Bi-Wkly	2565.74	2656.30	2746.85	2837.39	2927.98	3018.51	3109.07	3199.64	3290.18	3380.72	3471.31	3561.84	3653.23	3742.99	3833.55
	Hourly	32.0717	33.2038	34.3356	35.4674	36.5997	37.7314	38.8634	39.9955	41.1273	42.2590	43.3914	44.5230	45.6654	46.7874	47.9194
Grade	Annual	79,348	82,149	84,949	87,750	90,550	93,351	96,152	98,952	101,752	104,553	107,353	110,154	112,955	115,754	118,554
PS7	Bi-Wkly	3051.86	3159.58	3267.29	3374.99	3482.70	3590.42	3698.14	3805.85	3913.55	4021.27	4128.98	4236.69	4344.42	4452.10	4559.78
	Hourly	38.1482	39.4947	40.8411	42.1874	43.5338	44.8802	46.2267	47.5731	48.9194	50.2659	51.6122	52.9586	54.3052	55.6512	56.9972

Lateral Deputy Sheriff Transfers

Less than 2 years and out-of-state transfer	Step 6
More than 2 years, less than 5 years	Step 7
More than 5 years, less than 10	Step 8
More than 10 years	Step 9

Assistant Chief Deputy Sheriff is compensated as the same pay scale as Major with assignment pay in the range of \$5,000 - \$10,000 per year depending on the duties assigned

PROPOSED PAY PLAN

19-2

MONTGOMERY COUNTY
PUBLIC SAFETY PAY PLAN
EFFECTIVE: OCTOBER 1, 2018

Grayed out steps are not used

	STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Grade	Annual	38,236														
PST	Bi-Wkly	1470.61														
	Hourly	18.3826														
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	Hourly	16.6228	17.2097	17.7957	18.3826	18.9694	19.5561	20.1429	20.7296	21.3164	21.9026	22.4894	23.0761	23.6629	24.2499	24.8369
Grade	Annual	36,689	37,985	39,279	40,575	41,869	43,164	44,460	45,754	47,050	48,344	49,639	50,934	52,229	53,523	54,816
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19-3

CENTRAL ALABAMA CRIMESTOPPERS
507 Cloverdale Road, Suite 101
Montgomery Alabama 36106-1878
Anonymous Tip Hotline: 215-STOP (7867)
www.215stop.com



Did you know:

Recently at Central Alabama CrimeStoppers Annual Luncheon, guest speaker United States Attorney for the Middle District of Alabama Louis V. Franklin, Sr., mentioned a recent case against former doctor Gilberto Sanchez and many other health care providers back in August of 2017. Franklin advised of a tip that came in to Central Alabama CrimeStoppers regarding allegations that unnecessary prescriptions were being written to clients. The doctor's office was searched by investigators after obtaining a search warrant, leading to multiple arrests, all because of that first tip to CrimeStoppers.

"It is not up to the police alone," Franklin said. He said that a community must also invest in the safety and protection of citizens and report things that are troubling.

- Since 1997, Central Alabama CrimeStoppers has been directly responsible for over **2,400** arrests and over **6,800** charges filed. We have received over **9,400** tips and paid more than **\$155,000** in rewards.
- We serve, currently, public safety agencies in nine central Alabama counties including Autauga, Butler, Crenshaw, Elmore, Lowndes, Macon, Montgomery, Pike and Tallapoosa
- Our projected expansion to a Statewide CrimeStoppers Program, **Alabama CrimeStoppers**, will allow us to serve officially, all State of Alabama law enforcement investigative agencies, expand our Tip Distribution System and offer our services to municipal and county law enforcement agencies throughout the state. In addition, our statewide expansion will increase our commitment to low income and small communities.
- Our Coalition Against Retail Theft (CART) program invites retail representatives to meet and share information about theft and fraud. This program disseminates information about retail crimes throughout central Alabama and is responsible for identifying criminals that work across jurisdictional lines. Within the last three years, CART has signed over 1000 criminal charges against criminals that would not have been identified, saving law enforcement countless hours of investigation.
- CrimeStoppers collaborated with the Bureau of Alcohol, Tobacco, Firearms, and Explosives to offer an up to \$500.00 reward for any tips that lead to the confiscation of guns on school grounds, including after school sanctioned events. Along with our other reward deterrent programs, CrimeStoppers has taken in over 300 guns that were turned in by students using our app or by guardians who owned guns but needed a safe and secure way to turn in their gun.
- Our school system loses certified school resource officers on an annual basis. This is due to retirement, transfers, promotions, etc. CrimeStoppers has trained 80 school resource officers since 2005. This July 2019, Central Alabama CrimeStoppers will use funds to enter into a professional services contract with the National Association of School Resource Officers, Inc to provide training to certify 40 Law Enforcement Officers as School Resource Officers. The Officers will be certified by the National Association of School Resource Officers and will be used to enhance current CrimeStopper reward deterrent programs and our future campus tip software for an estimated **60,000** students.
- Our goal is to increase programs in the community and our schools that empowers everyone from the elementary school student through the senior citizen to combat crime and keep our state safe.

Our request for **\$7,500.00** annually will allow Central Alabama CrimeStoppers to maintain an app made specifically to reach members of our school community. Thank you.

20-1

CENTRAL ALABAMA CRIMESTOPPERS
507 Cloverdale Road, Suite 101
Montgomery Alabama 36106-1878
Anonymous Tip Hotline: 215-STOP (7867)
www.215stop.com



P3 Campus

CrimeStoppers is requesting \$7,500.00 annually to pay for an annual subscription for an app/web application called P3 Campus. P3 Campus is a tip distribution system made specifically for schools.

CrimeStoppers currently uses P3 software for our overall tip distribution system. Tips that are school related are merged into this system without a specific method to differentiate tips from being school related or community related. In 2018 we received 797 tips that were turned over to our law enforcement partners that resulted in 23 arrests, 28 charges filed, and \$2,600.00 in rewards paid from school related criminal incidents. What is not included is the number of cases that were turned over to our mental health and crisis professionals consisting of attempted suicide, child abuse, teacher misconduct, and social media bullying. This data currently is not entered into P3 and is not being shared with any school system.

P3 Campus is a web application in which anonymous reports are stored, shared, and managed. Each school system hand selects its team of people responsible for managing reports (tips), generally consisting of local law enforcement (To include school resource officers and school security), school administrators, and mental health / crisis professionals.

Our goal is to empower our school community by providing more tools to encourage students to report their friends' or classmates' mental health and emotional needs, or criminal activity. By increasing student engagement, P3 Campus will help better identify suicidal and potentially violent students in a quicker and better-informed manner.

We wish to begin a pilot program with Montgomery and Pike Road Public School Systems this 2019-2020 school year. We will train 40 School Resource Officers during NASRO training that we are sponsoring in July.

Thank you for considering our request.

Sincerely,

Tony A. Garrett
Executive Director
334-777-8116

20-2



BOY SCOUTS OF AMERICA®

TUKABATCHEE AREA COUNCIL

MONTGOMERY CO. COMMISSIONER
APR 8 '19 PM 1:04

Elton Dean
County Commissioner

Mr. Dean,

My name is Justice Varsho and I am the District Executive for Montgomery County. I am writing to thank you for the County's generous donation of \$5,000.00 for our 2018 Adventure Leadership Camp. I am requesting those same funds for our 2019 Camp that will be held this coming June from the 24th-28th. Your financial support will be used for: meals, learning experience materials, transportation expenses, camp t-shirts, certificates of attendance, and other expenses associated with the program.

As you know, the purpose of the camp is to instill positive leadership skills using a summer camp experience. We use the council's Camp Tukabatchee as the setting for this experience. This camp experience is designed to create a positive interaction between Law Enforcement and local youth to educate and help develop life building skills. I believe this to be invaluable as they are the future of our community. Activities include archery, swimming, canoeing, fishing, rappelling, first aid training, communications, and much more. The youth that came to our camp last summer left with skills and new experiences that they can utilize as they grow and mature into adults.

Our Adventure Leadership Camp is in its fourth year and we are looking for maximum participation and donations to achieve our goal. We will be working with local law enforcement agencies around the Montgomery area to help with staffing the camp, as well as our summer camp staff to make this camp experience both a learning and enjoyable experience.

Thank you again for your donation to last year's program.

Sincerely,

Justice Varsho
Ecunchatee District Executive
Tukabatchee Council, Boy Scouts of America

3067 Carter Hill Road
Montgomery, Alabama 36111

(334) 262-2697 Phone
(334) 834-6521 Fax
www.tukabatcheebsa.org

2/-1



Prepared. For Life.™



Tammy Nix

From: Hayes, Cubie <cubie.hayes@mps.k12.al.us>
Sent: Wednesday, April 17, 2019 12:43 PM
To: Donald Mims
Subject: Fwd: Goodwin Brothers Invoice
Attachments: Hayes Invoice 001.jpg; Hayes Invoice 003.jpg; Hayes Invoice 002.jpg

Hello Donnie. I don't have Elton's email, but I do have yours. He is expecting this invoice from the Dutchess Divas and Gents Youth Club founded by Debra Caldwell.

----- Forwarded message -----

From: Southall, Gegiyah <gegiyah.southall@mps.k12.al.us>
Date: Wed, Apr 17, 2019 at 11:46 AM
Subject: Goodwin Brothers Invoice
To: Cubie Hayes <cubie.hayes@mps.k12.al.us>

attached is the Goodwin Brothers invoice

The MPS Mission: We will engage, educate and inspire our students to succeed in college, career and beyond!

Follow us on Facebook and Twitter by signing up from our website www.mps.k12.al.us

The MPS Mission: We will engage, educate and inspire our students to succeed in college, career and beyond!

Follow us on Facebook and Twitter by signing up from our website www.mps.k12.al.us

This message, and any files transmitted with it, may contain confidential information and is intended only for the individual addressee(s). If you are not the named addressee or if you have received this email by mistake, you should not disseminate, print, distribute or copy this e-mail. If you have received this email by mistake, please notify the sender immediately and delete this e-mail from your system.

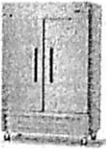


Invoice

04/08/2019

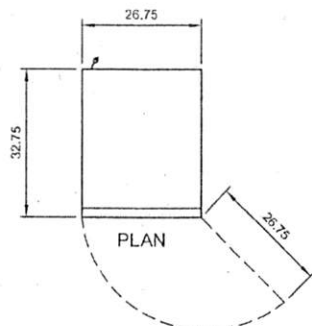
Project:
DIVA'S AND JETS YOUTH CLUB

From:
Goodwin Brothers, Inc.
Connie Kelley
319 E. Jefferson Street
Montgomery, AL 36104
334-834-3800
(334)834-3800 (Contact)
334-834-3811 (Fax)
cgriffin@goodwinbrothers.com

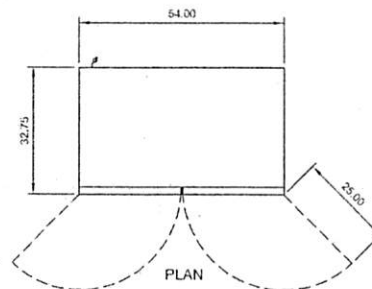
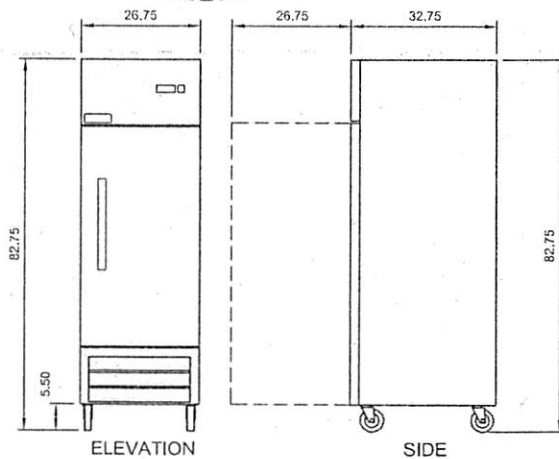
Item	Qty	Description	Sell	Sell Total
1	1 ea	REACH-IN REFRIGERATOR  Arctic Air Model No. AR23 Refrigerator, reach-in, one-section, 23.0 cu. ft. capacity, 26.75"W x 32.75"D x 82.75"H, bottom mounted self-contained refrigeration, electronic thermostat with digital LED display, (1) solid hinged self-closing door with locks (field reversible), (3) adjustable wire shelves, stainless steel exterior, white aluminum interior with stainless steel floor, (4) casters (2 locking), 3/8 HP, 115v/60/1-ph, 6.0 amps, cord, NEMA 5-15P, cULus, UL EPH Classified, cETLus, ETL-Sanitation, ENERGY STAR® 1 ea 2 year parts & labor, 5 years on compressor warranty standard 1 ea Arctic Air freight program - (1 unit), priced per ea (NET)	\$1,642.95	\$1,642.95
			1944.75 with tax	
			\$125.00	\$125.00 + 176.5
			ITEM TOTAL:	\$1,767.95 1944.7
2	1 ea	REACH-IN REFRIGERATOR  Arctic Air Model No. AR49 Refrigerator, reach-in, two-section, 49.0 cu. ft. capacity, 54"W x 32.75"D x 82.75"H, bottom mounted self-contained refrigeration, electronic thermostat with digital LED display, (2) solid hinged self-closing doors with locks (field reversible), (6) adjustable wire shelves, stainless steel exterior, white aluminum interior liner with stainless steel floor, (4) casters (2 locking), 1/2 HP, 115v/60/1-ph, 7.0 amps, cord, NEMA 5-15P, cULus, UL EPH Classified, cETLus, ETL-Sanitation, ENERGY STAR® 1 ea 2 year parts & labor, 5 years on compressor warranty standard 1 ea Arctic Air freight program - (1 unit), priced per ea (NET)	\$1,839.00	\$1,839.00
			\$226.40 with tax	
			\$185.00	\$185.00 226.40
			ITEM TOTAL:	\$2,024.00 2226.40
Total				\$3,791.95

DIMENSIONAL DRAWINGS

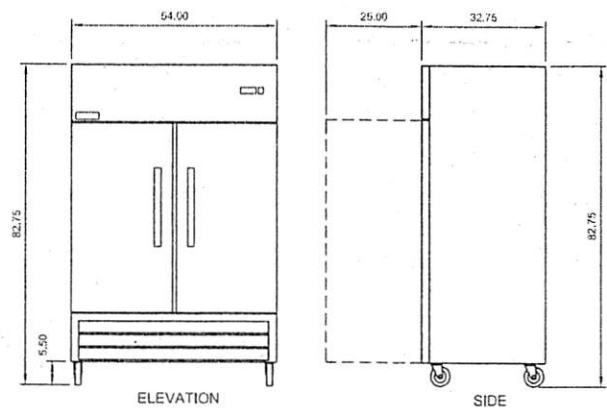
Specifications subject to change without notice.



**AR23
AF23**



**AR49
AF49**



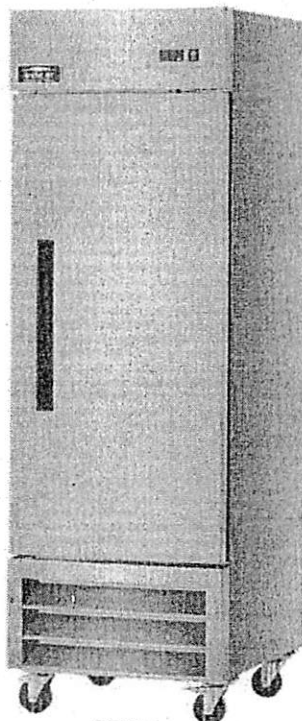
ARCTIC AIR® — A Division of Broich Enterprises, Inc. — An American Company since 1995



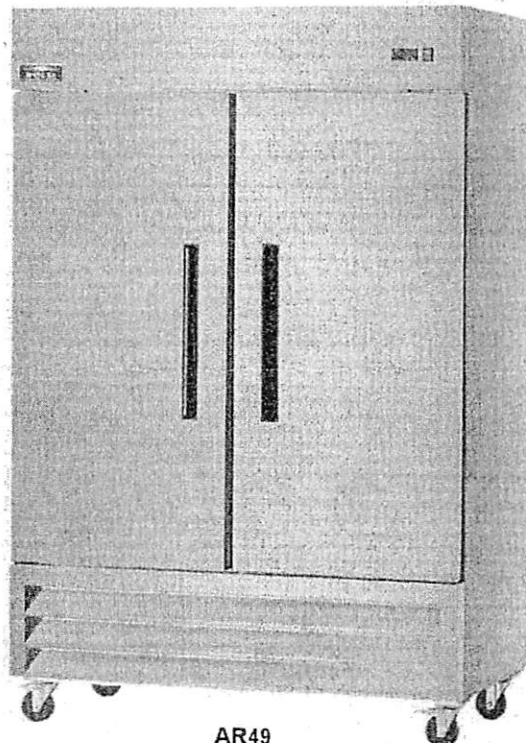


Single and Two Door Refrigerators and Freezers

- Electronic thermostat with external digital LED display for accurate control and easy reading.
- Interior cabinet is bright white aluminum liner with full stainless steel floor with coved corners.
- Three adjustable, heavy-duty epoxy coated wire shelves.
- Self-contained capillary tube system using environmentally friendly CFC free refrigerant.
- Exterior cabinet construction consists of full stainless steel front and sides.
- Condensate heating element built into condensate pan for efficient evaporation of excess water.
- Bottom mounted compressor for more efficient operation in coolest area of the kitchen.
- Front accessible, bottom mounted condensing unit is mounted on slide out rack for easy maintenance.
- Easy to mount casters (two lockable) are standard with all units.
- Self-closing doors that remain open at 90 degrees.
- Magnetic door gasket is removable and replaceable without tools.
- Field reversible, lockable door with foamed-in-place recessed handle.
- Larger fan motors and blades for more efficient air flow ensuring faster recovery times.



AR23
AF23



AR49
AF49

• Optional Pan Slide Kit (#65100K)

You can outfit half of the interior (full interior with two kits) with racks that hold eight standard sheet pans. Fits single door model only.

• Tested to NSF Standard 7 requirements for open food storage.

• Full two year parts and labor warranty and a five year compressor warranty.

• #64900K Sheet Pan Rack

Free standing full height rack holds 14 full size sheet pans. Fits all s/s reach-in models.



Approved models:

AR23
AR49
AF49

Model Number	External Dimensions			Doors	Shelves	Cubic Feet	Temperature Range	Cord Length	HP	Amps	NEMA Plug	Crated Weight (lbs.)
	Width	Depth	Height									
AR23	26.75"	32.75"	82.75"	1	3	23	33°F to 41°F	9'	3/8	6	5-15P	320
AF23	26.75"	32.75"	82.75"	1	3	23	-11°F to -1°F	9'	5/8	11	5-15P	335
AR49	54"	32.75"	82.75"	2	6	49	33°F to 41°F	9'	1/2	7	5-15P	470
AF49	54"	32.75"	82.75"	2	6	49	-11°F to -1°F	9'	1	12	5-15P	500

PHONE 952-941-2270
FAX 952-941-3066
WEB www.arcticairco.com



22-4

BELLE MEADE/SPRING PARK NEIGHBORHOOD ASSOCIATION

SUMMER YOUTH SPORTS CAMP

~~June 9th 2018~~ 6-15-19

Registration: 9 am-10am 10 am-12pm Activities 12pm - 1pm Lunch

Where : McKee Middle School

Ages: 8 - 18 (Boys and Girls)

Art, Car Service



Professionals will teach sports skills, fair play, teamwork, sportsmanship in Basketball and Football. Also Cheer drills and stunts. A complimentary lunch and t-shirt will be given to the registered youth.

REGISTRATION DEADLINE - ~~JUNE 1, 2018~~ 6-1-19

Mr. Michael Jackson, President
(334) 651 - 1804

Special Guest

Dezmond Willis

Top Rated Speed & Performance Training
& Professional Football Players



• One of the Best Speed

& Agility Trainers in the South



23-1

Belle Meade/Spring Park Neighborhood Association

SUMMER YOUTH SPORTS CAMP

~~JUNE 9, 2018~~ 6-15-19

REGISTRATION AND PARENTAL CONSENT FORM

Youth Information

Open to youth ages 8 years to 18 years

Name: _____ Age: _____

Grade in school: _____ Name of school: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Home #: _____ Cell #: _____

E-Mail Address: _____

YOUTH T-SHIRT SIZE: _____ (T-Shirts Sizes XS to 2X)

Parental Consent and Contact Information

I give permission for my child, name given above, to participate in the youth sports camp and have affixed my signature below:

(Parent's signature required)

For emergency purpose, please provide your contact information below:

Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Home #: _____ Cell #: _____

REGISTRATION DEADLINE: ~~June 1, 2018~~ 6-1-19

PLEASE RETURN THIS FORM BY June 1, 2018 TO:

Mr. Michael Jackson, President

Belle Meade/Spring Park Neighborhood Association

(334) 651-1804

This project is sponsored in part by the Belle Meade/Spring Park Neighborhood Association
and the City of Montgomery BONDS Program
(Building Our Neighborhoods for Development and Success).

23-2

Technical Assistance Workshop for ReConnect Program

Informational Workshop Scheduled for May 2019

USDA has announced a date and location for a ReConnect Technical Assistance Workshop to be held in Auburn, Alabama. This regional workshop will allow applicants to gain a stronger understanding of the application process and program requirements. It will provide stakeholders with information about the funding opportunity announcement released in December 2018, as well as specific details regarding the technical, financial, and program management requirements.

This two-day workshop will take place on Wednesday and Thursday, May 8-9, 2019

Location: The Hotel at Auburn University & Dixon Conference Center
241 South College Street
Auburn, AL 36830

Pre-registration for this event is required. To register, please visit this following link:

[USDA ReConnect Technical Assistance Workshop Registration.](#)

USDA will host a total of six workshops for the ReConnect Program during the months of April and May 2019. These regional workshops will take place throughout the United States. Dates, locations, and registration for these workshops have been announced on the [ReConnect website](#).

About the ReConnect Program

The ReConnect Program offers loans, grants, and loan/grant combinations to facilitate broadband deployment in areas of rural America without sufficient access to broadband.

- The awards made under this program will bring high-speed broadband to rural areas that lack sufficient access to broadband.
- The delivery of broadband connection and high-quality service will enable technologies critical to rural communities, such as precision agriculture.
- The pilot program will fuel long-term economic development and opportunities in rural America.

MOBILE APP LAUNCH

Introduction

Accurate connectivity data is the foundation for investments in broadband infrastructure. Unfortunately, connectivity data provided to the Federal Communications Commission is often inaccurate and inflated – leaving many rural communities overlooked and disconnected.

NACo has partnered with the Local Initiatives Support Corporation (LISC) and the Rural Community Assistance Partnership (RCAP) to develop a mobile app designed to identify areas with low or no connectivity to help ensure adequate funding for broadband infrastructure is provided across the country.

"TestIT" is an iOS/Android mobile app that leverages a broadband sampling tool designed by Measurement Labs (MLabs) to aggregate broadband speeds across the country from app users. With the press of a single button, users will be able to test their broadband speed from anywhere. Additionally, users will be able to compare their internet speeds to the national average and minimum standards established by the Federal Communications System. **No personal information will be collected through this mobile app.**

A snapshot of each sample will be sent to a database which will allow NACo and partners to analyze connectivity data across the country. The data collected through this app will help identify areas where broadband service is overstated and underfunded by comparing the data to the National Broadband Map.

Your help identifying gaps in our nation's broadband coverage is critical to making substantive changes to the process for reporting broadband service. We hope you will help shed light on this critically important issue and encourage your friends, family and constituents to join in the efforts as well!



Find us in the app store!

Get Started!

1. Locate the iOS/Android App Store on your phone

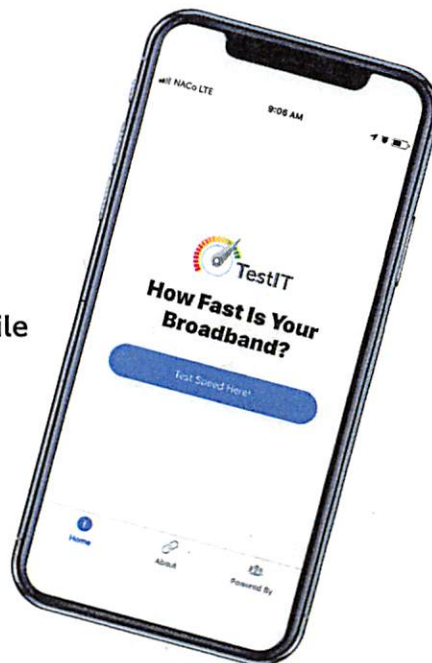


2. Search for "TestIT" in your mobile app store



3. Download TestIT mobile app

4. Open TestIT mobile app and click: **Test Speed Here**



Contact

Arthur Scott
ascott@naco.org
(202) 942-4230

25-1

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: In-Kind Services from the City of Montgomery to River Bend Pictures

During the March 25, 2019 County Commission meeting, I provided the Economic Impact Budget for Montgomery County for the "Son of the South" movie. I was asked to contact the producer regarding funding from the City of Montgomery. My understanding is that the City will not be providing monetary funding but in-kind services.

Attached is an email from Molly Mayeux with River Bend Pictures concerning the in-kind contribution, in which she listed the following:

- City - Road closures - \$5,000
- City - Barricades - \$2,500
- City - Parking - \$2,000
- State - Wrap party location/donations - \$5,000

The road closures will be cost associated with rerouting traffic on city streets in the amount of \$5,000. The setting up of barricades which is valued at \$2,500 and free parking valued at \$2,000. Ms. Mayeux indicated that the State of Alabama may provide an in-kind wrap party location and food valued at \$5,000.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Tammy Nix

From: Molly Mayeux <mollymayeux@gmail.com>
Sent: Monday, March 25, 2019 4:02 PM
To: Donald Mims
Cc: riverbendpictures
Subject: Goods and services

Hey there Don,
Please see below:

Road closures - 5000
Barricades - 2500
Parking - 2000
Wrap party location/donations - 5000

Total - 14500

Thanks !

--

Molly Mayeux

Son of the South

Budget Summary: Estimated Alabama Spend

Locations: Site Rentals	\$166,173
Catering and Craft Service	\$73,194
Alabama Crew Labor	\$697,276
Equipment Rentals	\$590,555
Purchases	\$359,990
Travel	\$395,542
Local Cast	\$623,731
Total Approx. Alabama Spend	\$2,906,461
Estimated Daily Production Cost	\$133,000/Day

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>APRIL</u>						
	52110-18B-008	Law Enforcement Leather & Accessories	Sheriff Office	Gulf States	Apr 15, 2019	April 15, 2021
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar		May 8, 2019
	52210-18B-02	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance	May 30, 2019	May 30, 2021
	51965-18B-011	Computer Hardware Maintenance	Information System	SHI International Corporation	May 29, 2019	May 29, 2021
	52603-18B-012	Corrections Staff Uniforms	Youth Facility	Cintas Corporation	May 6, 2019	May 6, 2021
<u>JUNE</u>						
	53000-18B-016	Bituminous Plant Mix	Engineering	Wiregrass Construction Co., Inc.	June 14, 2019	June 14, 2021
	51901-18B-019	Air Filters & Service	Support Service	Lott Enterprise dba Filter Service	June 30, 2019	June 30, 2021

UPCOMING BIDS/CONTRACT RENEWALS

	51901-18B-014	Dumpster Rental & Trash Collection	Support Service	Liberty Disposal	June 30, 2019	June 30, 2021
	51901-18B-021	Private Data Network Probate/Revenue East	Information Systems	Troy Cable, Inc.		June 17, 2021
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	SharpCut Lawn Service		July 31, 2019
	52200-18B-009	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2021
	51100-18B-020	Residential Solid Waste Collection	County Commission	Amwaste, LLC		July 30, 2021
	52110-18B-022	Polo Shirts MCSO	Sheriff Office	LogoBranders	July 22, 2019	July 22, 2021
<u>AUGUST</u>						
	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services		Aug 31, 2019
	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	Aug 14, 2019	Aug 14, 2020
	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		Aug 6, 2020

UPCOMING BIDS/CONTRACT RENEWALS

<u>SEPT</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	Sept 30, 2019	Sept 30, 2020
	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		Sept 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		Sept 30, 2019
	State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		Sept 30, 2019
	52601-17P-024	Manage and Operate Community Based Adolescent Alternative	Youth Facility	The Bridge, Inc.	Sept 30, 2019	Sept 30, 2020
	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	Aug 31, 2019	Aug 31, 2021
<u>OCT</u>						
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct 16, 2019
<u>NOV</u>						

UPCOMING BIDS/CONTRACT RENEWALS

	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov 30, 2018
<u>DEC</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,637,555	3,640,617	85,805	3,726,423	88,868	2.44%
NOVEMBER	3,589,959	3,778,868	81,395	3,860,264	270,305	7.53%
DECEMBER	3,679,876	3,804,439	110,668	3,915,107	235,231	6.39%
JANUARY	4,381,344	4,247,959	162,401	4,410,360	29,015	0.66%
FEBRUARY	3,390,222	3,462,979	185,164	3,648,143	257,920	7.61%
MARCH	3,533,778	3,620,590	166,124	3,786,714	252,935	7.16%
APRIL	4,082,814					
MAY	3,762,749					
JUNE	3,778,041					
JULY	3,996,094					
AUGUST	3,739,413					
SEPTEMBER	3,785,305					
Year to Date	\$22,212,735	\$22,555,453	\$791,557	\$23,347,010	\$1,134,275	5.11%

Total YTD 2018	\$45,357,151	\$22,212,735
Total YTD 2017	\$44,320,643	\$21,753,714
Total YTD 2016	\$43,552,955	\$21,474,411

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MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,617,078	3,567,962	85,805	3,653,768	36,689	1.01%
NOVEMBER	3,514,481	3,636,595	81,395	3,717,990	203,509	5.79%
DECEMBER	3,614,897	3,680,169	110,668	3,790,837	175,940	4.87%
JANUARY	4,352,746	4,234,389	162,401	4,396,790	44,043	1.01%
FEBRUARY	3,368,368	3,349,245	185,164	3,534,409	166,041	4.93%
MARCH	3,486,733	3,473,066	166,124	3,639,190	152,457	4.37%
APRIL	4,052,651					
MAY	3,691,004					
JUNE	3,747,031					
JULY	3,881,025					
AUGUST	3,648,050					
SEPTEMBER	3,744,702					
Year to Date	\$21,954,303	\$21,941,426	\$791,557	\$22,732,983	\$778,680	3.55%

Total YTD 2018	\$44,718,766	\$21,954,303
Total YTD 2017	\$43,672,831	\$21,481,826
Total YTD 2016	\$42,941,719	\$21,271,465

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

EDUCATION SALES TAX

Month Deposited	FY 2018	FY 2019	Increase (Decrease)	
	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,384,646	2,399,152	14,506	0.61%
NOVEMBER	2,306,695	2,522,828	216,133	9.37%
DECEMBER	2,400,495	2,506,141	105,646	4.40%
JANUARY	2,838,370	2,804,945	(33,425)	-1.18%
FEBRUARY	2,158,600	2,286,383	127,782	5.92%
MARCH	2,270,301	2,380,998	110,697	4.88%
APRIL	2,637,722			
MAY	2,429,456			
JUNE	2,437,243			
JULY	2,588,641			
AUGUST	2,445,755			
SEPTEMBER	2,454,153			
Year to Date	\$14,359,106	\$14,900,446	\$541,340	3.77%

GASOLINE TAX

Collections	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
	139,037	137,322	(1,715)	-1.23%
	142,218	147,778	5,560	3.91%
	139,435	154,644	15,209	10.91%
	121,148	135,921	14,773	12.19%
	123,734	123,557	(177)	-0.14%
	119,190	123,533	4,343	3.64%
	138,955			
	140,157			
	142,692			
	142,740			
	140,788			
	145,352			
	\$784,762	\$822,755	\$37,993	4.84%

Total YTD 2018	\$29,352,076	\$14,359,106
Total YTD 2017	\$28,832,488	\$14,274,305
Total YTD 2016	\$28,751,678	\$14,204,936

\$1,635,445	\$784,762
\$1,630,613	\$774,085
\$1,622,822	\$785,732

28-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

MONTH DEPOSITED	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
OCTOBER	231,009	237,680	6,672	2.89%
NOVEMBER	217,201	246,615	29,414	13.54%
DECEMBER	206,461	220,259	13,798	6.68%
JANUARY	187,943	189,119	1,176	0.63%
FEBRUARY	194,862	231,069	36,207	18.58%
MARCH	213,377	213,949	572	0.27%
APRIL	274,212			
MAY	244,681			
JUNE	260,783			
JULY	268,768			
AUGUST	256,774			
SEPTEMBER	239,950			
Year to Date	\$1,250,852	\$1,338,690	\$87,838	7.02%

Total YTD 2018	\$2,796,021	\$1,250,852
Total YTD 2017	\$2,634,537	\$1,233,084
Total YTD 2016	\$2,710,090	\$1,255,780

h-82
4

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for March 2019

US Marshal Inmates Received	39
FBOP Inmates Received	40
US Marshal Inmate Carryovers from Previous Month	74
FBOP Inmate Carryovers from Previous Month	20
Total US Marshal Inmate Days	2282
Total FBOP Inmate Days	528
Total Federal Inmate Days	2810

State Inmates Received	351
State Inmate Carryovers from Previous Month	513
Total State Inmates in Facility this Month	864
Total State Carryovers to Next Month	516
Total State Inmate Days	15,889

Total Inmates (State and Federal Combined)	1037
Total Inmate Days (State and Federal Combined)	18,699

* Average Daily Population 623

Total Days Billed to the State	15,889
Amount Charged to the State	\$ 27,805.75
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 28,154.50

Total Spent for Food this Month	\$75,585.45
Amount Over Allowance	\$75,236.70
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$4.76

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

March 2019 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	5	1.02%
W/M	69	16.33%
B/M	379	68.37%
W/F	22	6.12%
B/F	38	8.16%
O/F	0	0.00%
Total	513	100.00%

Number of Inmates Received During the Month:

O/M	5	1.42%
W/M	48	13.68%
B/M	215	61.25%
W/F	36	10.26%
B/F	45	12.82%
O/F	2	0.57%
Total	351	100.00%

Total Number of Inmates in Jail During the Month:

O/M	10	1.16%
W/M	117	13.54%
B/M	594	68.75%
W/F	58	6.71%
B/F	83	9.61%
O/F	2	0.23%
Total	864	100.00%

Number of Inmates Released or Removed During the Month:

O/M	2	0.57%
W/M	50	14.37%
B/M	221	63.51%
W/F	29	8.33%
B/F	45	12.93%
O/F	1	0.29%
Total	348	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	8	1.55%
W/M	67	12.98%
B/M	373	72.29%
W/F	29	5.62%
B/F	38	7.36%
O/F	1	0.19%
Total	516	100.00%

29.2

MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104

March 2019 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8
W/M	19
B/M	44
W/F	2
B/F	1
O/F	0
Total	<u>74</u>

Number of Inmates Received During the Month:

O/M	2
W/M	10
B/M	21
W/F	4
B/F	2
O/F	0
Total	<u>39</u>

Number of Inmates in Jail During the Month:

O/M	10
W/M	29
B/M	65
W/F	6
B/F	3
O/F	0
Total	<u>113</u>

Number of Inmates Released or Removed During the Month:

O/M	4
W/M	13
B/M	34
W/F	5
B/F	1
O/F	0
Total	<u>57</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	6
W/M	16
B/M	31
W/F	1
B/F	2
O/F	0
Total	<u>56</u>

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

March 2019 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	3
W/M	9
B/M	8
W/F	0
B/F	0
O/F	0
Total	<u>20</u>

Number of Inmates Received During the Month:

O/M	1
W/M	4
B/M	15
W/F	0
B/F	0
O/F	0
Total	<u>20</u>

Number of Inmates in Jail During the Month:

O/M	4
W/M	13
B/M	23
W/F	0
B/F	0
O/F	0
Total	<u>40</u>

Number of Inmates Released or Removed During the Month:

O/M	3
W/M	12
B/M	19
W/F	0
B/F	0
O/F	0
Total	<u>34</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	1
W/M	1
B/M	4
W/F	0
B/F	0
O/F	0
Total	<u>6</u>

29-4

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

County Sheriff's Office.

For feeding prisoners in the jail of said county during the month of

March ,

2019

Month

Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail	State	Per Capita	Sheriff's Allowance
1	505					505	\$	883.75	\$ 11.25
2	509					509	\$	890.75	\$ 11.25
3	509					509	\$	890.75	\$ 11.25
4	503					503	\$	880.25	\$ 11.25
5	503					503	\$	880.25	\$ 11.25
6	502					502	\$	878.50	\$ 11.25
7	514					514	\$	899.50	\$ 11.25
8	519					519	\$	908.25	\$ 11.25
9	518					518	\$	906.50	\$ 11.25
10	515					515	\$	901.25	\$ 11.25
11	521					521	\$	911.75	\$ 11.25
12	515					515	\$	901.25	\$ 11.25
13	516					516	\$	903.00	\$ 11.25
14	511					511	\$	894.25	\$ 11.25
15	508					508	\$	889.00	\$ 11.25
16	505					505	\$	883.75	\$ 11.25
17	507					507	\$	887.25	\$ 11.25
18	509					509	\$	890.75	\$ 11.25
19	514					514	\$	899.50	\$ 11.25
20	521					521	\$	911.75	\$ 11.25
21	514					514	\$	899.50	\$ 11.25
22	504					504	\$	882.00	\$ 11.25
23	510					510	\$	892.50	\$ 11.25
24	505					505	\$	883.75	\$ 11.25
25	512					512	\$	896.00	\$ 11.25
26	519					519	\$	908.25	\$ 11.25
27	520					520	\$	910.00	\$ 11.25
28	516					516	\$	903.00	\$ 11.25
29	518					518	\$	906.50	\$ 11.25
30	526					526	\$	920.50	\$ 11.25
31	521					521	\$	911.75	\$ 11.25
Total	15889	0	0	0	0	15889	\$	27,805.75	\$ 348.75

Amount Chargeable to the State

(0900-14)

\$ 27,805.75

Sheriff's Allowance

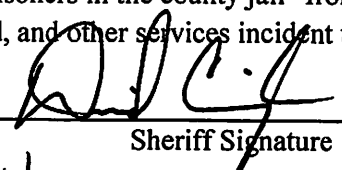
(0900-31)

\$ 348.75

Total Amount

\$ 28,154.50

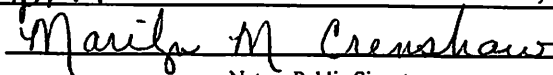
Under penalty of perjury, I Derrick Cunningham, Sheriff of said County, swear or affirm that the payment request for \$ 28,154.50 Dollars is correct, that no part thereof has previously been requested, and that any funds requested on the above accounting and received by the sheriff's office, will, after the date hereof, be used only for their appropriated purpose: "food for prisoners in the county jail" from funds paid under authority of Ala. Code §14-6-42, and "preparing food, serving food, and other services incident to the feeding of prisoners" from funds under authority of Ala. Code §14-6-43.


 Sheriff Signature

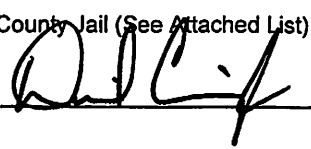
Sworn to and subscribe before me this

2nd

day of

April, 20 19

 Notary Public Signature

29-5

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #03-2019	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 04/01/2019		SCHEDULE NO. PAID BY FBOP Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS [Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM TO WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE COST PER		AMOUNT (1)
MAR Jail Bill 03/01/2019 to 03/31/2019	03/31/2018	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	528	48 Day		25,344.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 25,344.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE =\$1.00	DIFFERENCES Amount verified; correct for payment (Signature or initials)		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) (Authorized Certifying Officer) ² (Title)						
ACCOUNTING CLASSIFICATION						
PAID BY \$	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)			
	CASH DATE		PAYEE ³			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

29-6

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice # 0319 NMM						
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED		SCHEDULE NO. PAID BY USMS M/AL Montgomery					
				04/01/2019							
				CONTRACT NUMBER AND DATE							
				REQUISITION NUMBER AND DATE							
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009											
SHIPPED FROM				TO		WEIGHT					
						GOVERNMENT B/L NUMBER					
NUMBER AND DATE OF ORDER MAR Jail Bill 03/01/2019 to 03/31/2019		DATE OF DELIVERY OR SERVICE 03/31/2019		ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i> Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PT-4AP-D02- -TRP-		QUAN- TITY 2474 1		UNIT PRICE COST PER 0.58 Mile 0.58		AMOUNT (1) 1,434.92 0.30	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL 1,435.22											
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES _____ Amount verified; correct for payment (Signature or initials)					
		= \$		= \$1.00							
		BY 2									
		TITLE									
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.											
_____ (Date) (Authorized Certifying Officer) ² (Title)											
ACCOUNTING CLASSIFICATION											
SOC:25302/2292 1591020XD H52 D02 HDT5001D											
P A I D B Y \$	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)				
	CASH		DATE		PAYEE ³						
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.								PER TITLE			

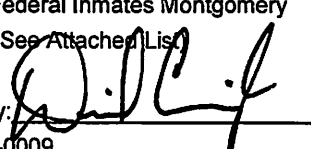
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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29-7

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice # 0319 HSG	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 04/01/2019		SCHEDULE NO.
				CONTRACT NUMBER AND DATE		PAID BY USMS M/AL Montgomery
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org		TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009		DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				GOVERNMENT B/L NUMBER		
SHIPPED FROM		TO		WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
MAR Jail Bill 03/01/2019 to 03/31/2019	03/31/2019	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	2282	48 Day		109,536.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL 109,536.00						
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR	EXCHANGE RATE	DIFFERENCES		
		= \$	= \$1.00			
		BY 2				
				Amount verified; correct for payment		
		TITLE	(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) 2			(Title)	
ACCOUNTING CLASSIFICATION						
SOC:25801 1591020XD H52 D02 HDH5000D						
P A I D B Y	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE 3		
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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29-8