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July 6, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the July 10, 2017
Montgomery County Commission Regular Meeting

Our Commission meeting on Monday, July 10, 2017 will be held at Frazer United Methodist Church, 6000 Atlanta Highway, Montgomery, AL. We will begin our Information Session at 4:00 p.m. and the Formal Session will begin at 5:30 p.m.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1. County Commission Information Session Schedule for July 10, 2017

Waived Rules Items to Consider for July 10, 2017

2. Consider Authorization of Subgrant Agreement regarding the 2017 Low Income Weatherization Assistance Program, Grant Number LIWAP-028-17, County Commission
3. Consider Adoption of Resolution Authorizing the Industrial Development Board to Abate County Taxes for Projects Locating in the Police Jurisdiction, County Commission

Items to Consider for the Monday, July 24, 2017 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Scope of Work Downtown Environmental Alliance (DEA) Authorization 3 from CH2M HILL Engineers, Inc., regarding Final Environmental Investigation Report and Draft Risk Assessment/AlternativeS Analysis Report for the Montgomery Downtown Environmental Assessment Project (DEAP) and Payment of Related Invoice, Risk Management

5. Consider Authorization of Insolvents, Errors and Taxes in Litigation for 2016 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and Related Resolution, Revenue Commissioner's Office (**Enclosed in your packet are additional attachments for this item**)
6. Consider Authorization of Budget Change Request Number 2, Youth Facility
7. Consider Authorization of Professional Services Agreement with the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events, Sheriff's Office
8. Consider Authorization of First Amendment to Project Agreement with the City of Montgomery and CNJ USA, LLC, County Commission
9. Consider Authorization of Resolution to Move the September 18, 2017 County Commission Meeting to Weeping Willow Baptist Church, 2925 Forbes Drive, County Commission
10. Consider Authorization of Purchase and Sale Agreement with South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy regarding Certain Real Property containing approximately 18.5 Acres Located in the Grady Community, County Commission
11. Consider Authorization of Payment of Professional Dues for County Administrator Donald L. Mims, County Commission
12. Consider Authorization of Bid Award to Pro Movers and Storage for delivery of election equipment, Bid Number 51910-17B-017, Probate Judge's Office (Elections)

Personnel Actions

13. Consider Authorization of Reallocation of Switchboard Operator to Administrative Support Associate and Related Position Fill Request, Youth Facility

General Information

14. Copy of Email from Brent Cherry with Blue Cross/Blue Shield of Alabama regarding Response to the Liability Exposure concerning Teladoc
15. Copy of Memorandum from Grant Writer Regina Walker with the Sheriff's Office requesting Authorization to Pursue the Mid-South RC & D Council Grant

16. Copy of Email from Council Director Jenny Roth regarding Girls on the Run Serving the River Region (**On 8/15/16, the Commission approved a Budget Change Request in the amount of \$15,000 for Program Support. On 9/21/15, Vice Chairman Walker appropriated \$1,000 to the organization for Program Services**)
17. Copy of Request of Bid Award to Central Contracting, Inc., for Vehicle Maintenance Shop, County Commission
18. Copy of Memorandum from Commissioner Harris regarding Moving Commission Meetings in September and October
19. Copy of Letter from Alabama Historical Commission regarding the Addition of Brassell Cemetery, Montgomery County, Alabama, to the Alabama Historic Cemetery Register
20. Copy of Schedule of Upcoming Bids/Contract Renewals for 2017

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JULY 10, 2017

- 4:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 4:05 p.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding Subgrant Agreement concerning the 2017 Low Income Weatherization Assistance Program, Grant Number LIWAP-028-17 **(Waived Rules Item 2)** and Update regarding the 2017 CDBG Application deadline
- 4:10 p.m. District Attorney Daryl Bailey – Update regarding District Attorney Initiatives
- 4:15 p.m. Director of Risk Management Scott Kramer – Presentation regarding Scope of Work Downtown Environmental Alliance (DEA) Authorization 3 from CH2M HILL Engineers, Inc., concerning Final Environmental Investigation Report and Draft Risk Assessment/ Alternative Analysis Report for the Montgomery Downtown Environmental Assessment Project (DEAP) and Payment of Related Invoice **(Future Agenda Item 4)** and Response to the Liability Exposure concerning Teladoc **(General Information Item 14)**
- 4:25 p.m. Revenue Commissioner Janet Buskey – Presentation regarding Insolvents, Errors and Taxes in Litigation for 2016 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and Related Resolution **(Future Agenda Item 5)**
- 4:35 p.m. Acting Juvenile Court Administrator Beverly Wise – Presentation regarding Budget Change Request Number 2 **(Future Agenda Item 6)** and Reallocation of Switchboard Operator to Administrative Support Associate and Related Position Fill Request **(Personnel Action Item 13)**
- 4:45 p.m. Sheriff Derrick Cunningham – Presentation regarding Professional Services Agreement with the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events **(Future Agenda Item 7)** and Authorization to Pursue the Mid-South RC & D Council Grant **(General Information Item 15)**
- 4:55 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding IS Operations
- 5:00 p.m. County Engineer George Speake – Update regarding Engineering Operations
- 5:05 p.m. Architect Barry Robinson with Robinson and Associates Architecture, Inc. – Presentation regarding Vehicle Maintenance Shop **(General Information Item)**
- 5:15 p.m. Director of Corporate Development Justice Smyth with the Montgomery Area Chamber of Commerce – Presentation regarding First Amendment to Project Agreement by and among the City of Montgomery, Montgomery County, Alabama and CNJ USA, LLC **(Future Agenda Item 8)**
- 5:30 p.m. Formal Session of County Commission
- 6:00 p.m. Adjourn

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

June 20, 2017

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

Dear Mr. Dean:

RE: Grant No. LIWAP-028-17

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **\$51,768.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2017.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification form, Disclosure Statement, and Beason-Hammon Compliance form that must be signed and returned along with the grant.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,


Kay Ivey
Governor

KI/BM/ks

Enclosures

cc: Mr. Greg Clark

SUBGRANT AGREEMENT LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-17

Grant Amount: \$51,768.00

THIS AGREEMENT is entered into as of April 1, 2017, 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 three attachments (3), as set forth and described below:

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

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 17B1ALL1EA

Federal Award Date: October 25, 2016

Subaward Period of Performance Start and End Date: April 1, 2017 – September 30, 2017

Amount of Federal Funds obligated by this action to the Subrecipient: \$51,768.00

Total amount of Federal Funds obligated to the Subrecipient: \$51,768.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$51,768.00

Federal Award project description: Low Income Home Energy Assistance (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 \$51,768.00 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, 2017, and shall complete performance to the satisfaction of the Department not later than September 30, 2017.

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.fsrs.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.
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.

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).

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, 2017	1
B: Budget Sheet	April 1, 2017	1
C: Beason-Hammon Compliance	April 1, 2017	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 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.

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 contractors 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

Maureen E. Neighbors 5/23/17
Maureen E. Neighbors Date
Energy Division Chief

Authorized Official for Subrecipient Date

Kenneth W. Boswell 5/31/17
Kenneth W. Boswell Date
Director

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.

Claudia Kennedy Smith 5/30/17
Claudia Kennedy Smith Date
General Counsel

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. LIWAP-028-17

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2017

1. The Subgrantee shall weatherize a minimum of 6 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee 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	6

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.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-17

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$2,677.00		\$2,677.00
PROGRAM OPERATIONS	\$37,691.00		\$37,691.00
HEALTH AND SAFETY	\$11,400.00		\$11,400.00

GRAND TOTAL: \$51,768.00

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

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. LIWAP 028-17

Signature: _____

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: 

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.

OFFICIAL SEAL

(if available)

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

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



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM	Montgomery County Commission	
ADDRESS	PO Box 1667	
CITY, STATE, ZIP	Montgomery, AL 36102	TELEPHONE NUMBER (334) 832-1210

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD		
ADECA-ED		
ADDRESS		
401 Adams Avenue, PO Box 5690		
CITY, STATE, ZIP	Montgomery, AL 36103-5690	TELEPHONE NUMBER (334) 262-5365

This form is provided with:

☒ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all 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 State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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: June 22, 2016

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

Weatherization Assistance Program – Grant No. LIWAP 028-17 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 _____ day of _____ 20 17.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: _____

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on
this _____ day of _____ 20 17.

WITNESS: _____

Printed Name of Witness

2-22

RESOLUTION

BE IT RESOLVED, that the Montgomery County Commission ("MCC") does hereby adopt the following Resolution:

1. That the MCC does hereby recognize that the Industrial Development Board of the City of Montgomery ("IDB") is a volunteer nonprofit corporation whose members are appointed by The City of Montgomery ("CITY") and the MCC. The appointed members of the IDB receive no compensation for their volunteer services.

2. The IDB works with the CITY and the MCC along with the Montgomery Area Chamber of Commerce to attract and locate industrial projects in Montgomery County.

3. The IDB receives no taxpayer funds from the CITY or the MCC, but by resolution with the CITY and COUNTY, receives and depends solely on fees charged by the IDB and paid by the various industries presently located in or locating in the future in Montgomery County, which includes industries located in the CITY limits and the CITY and COUNTY Police Jurisdiction ("PJ").

4. To include industries located in the PJ and in order to expedite the approval of various tax abatements created by the laws of the State of Alabama, the MCC agrees to:

- (a) Grant the authority to approve the applications for said tax abatements by the IDB to include abatements in the PJ;
- (b) The IDB to forward approved tax abatement applications to the Revenue Department of the State of Alabama for final approval;
- (c) The IDB to forward approved tax abatements applications to the MCC;
and
- (d) To limit the tax abatements to up to 10 years under the applicable laws governing said tax abatements, unless IDB receives additional approval from MCC for tax abatements for more than 10 years.

WHEREFORE BE IT RESOLVED, that the above terms of this Resolution be hereby adopted on this the 10th day of July, 2017.

ELTON N. DEAN, SR.
CHAIRMAN
MONTGOMERY COUNTY COMMISSION

Tammy Nix

From: Tammy Price <tmp@hsg-law.com>
Sent: Wednesday, July 05, 2017 4:26 PM
To: Donald Mims; Tammy Nix; Buddy Hardwich (buddy@sullivanwills.com)
Subject: REVISED RESOLUTION PJ
Attachments: IDB MCC RESOLUTION - Police Jurisdiction 7-5-17 (003).doc

Made a revision to paragraph 3 -- Police Jurisdiction ("PJ").

Tammy Price
Paralegal to Thomas T. Gallion, III
Haskell, Slaughter, & Gallion, LLC
8 Commerce St., Suite 1200
Montgomery, AL 36104
(334) 265-8573

Paralegal to Retired Judge Charles Price
Price Group, LLC
8 Commerce St., Suite 1200
Montgomery, AL 36104
(334) 265-8573

July 5, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Invoice from CH2M Hill – Downtown Environmental Alliance (DEA)

CH2M Hill was approved by the Alliance to facilitate a public-private partnership to address the Downtown Environmental project. CH2M Hill has provided expert technical advice, as well as additional testing to pinpoint the scope of future remediation efforts coordinated with ADEM. Last year, the County Commission agreed to share a proportional cost of 14.4%. The attached proposal in the amount of \$136,481 will cost the County approximately \$19,653 if approved for CH2M's continued efforts of drafting a report

- Finalize the Environmental Investigative Report, which was submitted to ADEM on May 1, 2017 for review and comment
- Prepare the draft Risk Assessment / Alternative Analysis report for DEA review and submission to ADEM for review and comment
- Continued Meeting Facilitation and Coordination Support for the DEA project
- Continued Community Involvement Support for the DEA project

I request approval of payment to the City of Montgomery for these proposed efforts of CH2M.

Scope of Work
DEA Authorization 3
Final Environmental Investigation Report and Draft Risk
Assessment/Alternatives Analysis Report for the Downtown Environmental
Assessment Project

June 22, 2017

This document presents CH2M HILL Engineers, Inc.'s (CH2M) scope of work (SOW) to provide continuing environmental services support to the Downtown Environmental Alliance (DEA) for the Downtown Environmental Assessment Project (DEAP). This SOW is consistent with the *Settlement Agreement for Site Response* (ADEM/DEA, 2015) between the Alabama Department of Environmental Management (ADEM) and the DEA, which will be referred to hereinafter as the "Settlement Agreement".

This SOW provides the planning-level costs associated with the following work elements for the DEAP:

- Finalize the Environmental Investigation (EI) Report, which was submitted to ADEM on May 1, 2017 for review and comment
- Prepare the Draft Risk Assessment/Alternative Analysis (RA/AA) Report for DEA review and submission to ADEM for review and comment
- Continued Meeting Facilitation and Coordination Support for the DEAP
- Continued Community Involvement Support for the DEAP

These activities are described in more detail in the subsections below.

Task 1: Finalize EI Report

On May 1, 2017, the DEA submitted the EI Report to ADEM for their review and comment. CH2M anticipates that ADEM will submit written comments regarding the EI report about 90 days after their receipt of the report (by approximately August 1, 2017). Once these ADEM comments are received, CH2M will respond to ADEM's comments by preparing a written response-to-comment (RTC) document, which will contain the ADEM comments and a detailed, formal response to each comment, which propose revisions to the EI report to address each ADEM comment (if necessary). Once this document is prepared, CH2M will submit it to the DEA Technical Committee for review and comment. Once the RTC document is approved by the DEA Technical Committee, the RTC document will be submitted to the DEA Executive Committee for final review and approval. Once the RTC document is approved by the DEA Executive Committee, CH2M will submit the RTC document to ADEM for their review. CH2M anticipates submitting the RTC document for ADEM review approximately 60 days after receipt of ADEM written comments.

Once ADEM approves the RTC document (anticipated 30-day review period), CH2M will revise the EI report based on the revisions proposed in the RTC document. CH2M will prepare both a redline version of the revised EI Report (with revisions in tracking mode) and a clean version of the EI Report, and will submit it to the DEA Technical Committee for review and comment. Once the revised EI report is approved by the DEA Technical Committee, the revised report will be submitted to the DEA Executive Committee for final review and approval. Once the revised report is approved by the DEA Executive Committee, CH2M will submit the revised EI Report (estimated three hard copies and one CD copy) to

ADEM for their review and concurrence. CH2M anticipates submitting the revised EI Report for ADEM review approximately 60 days after ADEM approval of the RTC document.

CH2M anticipates that junior or mid-level hydrogeologists/ engineers will prepare the RTC document and the revised EI Report, then senior hydrogeologists or engineers will review and provide quality control for the document. CH2M also anticipates that a mid-level human health risk assessor will assist in preparing the RTC document and the revised EI Report, then a senior human health risk assessor will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e. project chemist, GIS/graphics technician, editor, and production staff) will also be needed to complete this subtask.

It should be noted that CH2M assumes that no additional field activities will be performed as part of this task. If the ADEM comments require additional field activities to complete the EI report, those field activities will be covered under a separate authorization.

Task 2: Prepare Draft RA/AA Report

Once ADEM Issues their formal approval of the revised EI Report, CH2M will prepare the Draft RA/AA Report. This document will include a continuation of the human health risk assessment that was discussed in the EI Report, and a detailed analysis of possible remedial alternatives, and comparison of alternatives. The RA/AA will be prepared similar to the *Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA* (EPA, 1988) and Alabama Environmental Investigation and Remediation Guidance (ADEM 2017). The contents for the Draft RA/AA Report will include the following items:

- Preparation of a conceptual exposure model (CEM) for the site
- Comparison of detected soil vapor concentrations to the most recent vapor intrusion screening levels (VISLs) for the applicable building use
- For soil gas samples exceeding VISLs, calculation of indoor air concentrations and risk estimates using USEPA's VISL Calculator
- Comparison of detected groundwater concentrations to the most recent tap water RSLs
- For groundwater samples exceeding tap water RSLs, calculation of risk estimates if complete exposure pathways are possible currently or in the future (based on the conceptual exposure model).
- Description of the possible remedial alternatives considered for the DEAP.
- Description of the evaluation criteria used to compare the possible remedial alternatives
- Comparison of each possible remedial alternative against each criterion
- Selection of the preferred remedial alternative for the DEAP

The Draft RA/AA Report also will include supportive documentation, including risk calculation tables, figures, and appendices to support the report text. CH2M anticipates that a junior or mid-level hydrogeologist/ engineer will prepare the Draft RA/AA Report, then one or more senior hydrogeologist or engineer will review and provide quality control for the document. CH2M also anticipates that a mid-level human health risk assessor will assist in preparing the Draft RA/AA Report, then a senior human health risk assessor will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e. project chemist, GIS/graphics technician, editor, and production staff) will also be needed to complete this report.

An electronic version of the Draft RA/AA Report will be provided to the DEA Technical Committee for review and comment, approximately 60 days after ADEM approval of the EI report is received. Once the DEA Technical Committee review comments have been addressed, the revised document will be submitted to the DEA Executive Committee for review and comment. Once the document obtains DEA Executive Committee approval, the Draft EI Report will be submitted to ADEM (estimated three hard copies and one CD copy) approximately 120 after ADEM approval of the EI Report, as required by the Settlement Agreement.

Task 3: Continued Meeting Facilitation and Coordination Support

This task includes providing continued meeting facilitation support for the afore-mentioned reporting activities for the DEAP. Specifically, CH2M will prepare for and attend the following meetings that are anticipated during this portion of the project (from approximately July 2017 to June 2018):

- Four meetings/conference calls (approximately 2 hours each) with the DEA Technical Committee to discuss the following:
 - The ADEM comments to the EI Report and subsequent RTC document
 - The revised EI Report (redline and clean versions) prior to DEA Executive Committee submittal
 - The Draft RR/AA Report content and organization prior to writing the report
 - Comments to the Draft RR/AA Report once it is written
- Three conference calls (approximately 1 hour each) with the DEA Executive Committee to discuss the following:
 - The RTC document prior to ADEM submittal
 - The revised EI Report prior to ADEM submittal
 - The Draft RA/AA Report prior to ADEM submittal
- Two meetings (approximately 2 hours each) with ADEM to discuss the following:
 - The ADEM comments to the EI report and the proposed DEA RTCs
 - The Draft RR/AA Report content and organization

CH2M also anticipates about 2 hours to prepare information for each meeting. CH2M assumes that up to four representatives from CH2M will attend meetings (either in person or via telephone; no out-of-town travel costs included). In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the calls and meetings to summarize the discussion and action items for each.

This task includes costs associated with the financial management of the project. CH2M assumes about 1 hour per month for the project manager and project accountant will be required for the financial management of the project.

Task 4: Continued Community Involvement Support

This task includes providing continued community involvement support for the afore-mentioned reporting activities for the DEAP. Specifically, CH2M will prepare for and attend (up to two representatives from CH2M) two Community Outreach Group (COG) meetings to:

- 1) Discuss the ADEM comments to the EI report and the DEA's proposed RTCs, and
- 2) Present a summary and conclusions of the RA/AA Report prior to submission to ADEM.

This budget includes labor for a CH2M public relations representative to assist ACCES LLC with the coordination of the COG, prepare meeting materials, and update the project website with current information about the progress of the project.

CH2M anticipates that each COG meeting will be up to 4 hours in duration. CH2M also assumes that two local representatives from CH2M will attend meetings. In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the COG meetings to summarize the discussion and action items for each meeting.

Project Cost Estimate

Table 1 lists the estimated costs, including labor and expenses, for the scope of work described in this letter on a time-and-materials basis.

Task	Labor Cost	Expenses*	Total
1 Finalize EI Report	\$29,938	\$359	\$30,297
2 Draft RA/AA Report	\$60,858	\$673	\$61,531
3 Continued Meeting Support	\$23,908	\$226	\$24,134
4 Continued Community Involvement	\$19,984	\$535	\$20,519
Totals	\$134,688	\$1,793	\$136,481

Note:

Expenses represent costs associated with meeting supplies, report production, and postage and shipping.

The work described herein will be conducted on a time-and-materials basis in accordance with the terms and conditions of the CH2M Standard Agreement executed for this work with the City of Montgomery. Compensation will be on a cost reimbursement basis consistent with the Agreement and will be based on salary costs plus 115 percent of salary costs plus direct expenses. A 5 percent markup will be placed on any subcontractor or outside service.

Schedule

If authorization is received on or before July 14, 2017 and ADEM written comments for the EI Report are received on or before August 1, 2017, CH2M assumes the following schedule for the deliverables described in this SOW:

- **RTC Document for the ADEM Comments for the EI Report:**
 - DEA Technical Committee Review – approximately September 1, 2017
 - DEA Executive Committee Review – approximately September 15, 2017
 - ADEM Review - approximately October 1, 2017
 - ADEM approval of the RTCs – approximately November 1, 2017
- **Revised EI Report:**
 - DEA Technical Committee Review – approximately December 1, 2017
 - DEA Executive Committee Review – approximately December 15, 2017
 - ADEM Review - approximately December 31, 2017
 - ADEM approval of the EI Report – approximately February 1, 2018
- **Draft RA/AA Report:**
 - DEA Technical Committee Review – approximately March 1, 2018
 - DEA Executive Committee Review – approximately May 1, 2018
 - ADEM Review - approximately June 1, 2018 (about 120 days from ADEM EI Report Concurrence)

**ALLIANCE STEERING COMMITTEE ENDORSEMENT FOR
CH2M AUTHORIZATION 3 FOR
THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT**

This document provides the Steering Committee endorsement of the attached Scope-of-Work (SOW) and cost estimate (Dated June 22, 2017) for CH2M Authorization 3 (Final EI Report and Draft RA/AA Report) for the Downtown Environmental Assessment Project. By signing this document, the Steering Committee hereby approves the SOW and associated costs (\$136,481), and authorizes the City to sign/execute the attached task order and to recover costs from the DEA membership, in accordance with the Site Participation Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Post-Secondary Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Transportation

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Water Works and Sanitary Sewer Board of the City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Montgomery County Commission, Alabama

Signed: _____

Print Name: _____

Title: _____

Date: _____

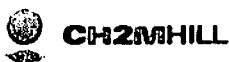
Member: The Advertiser Company

Signed: Andrea T Shandell

Print Name: Andrea Shandell

Title: Associate General Counsel

Date: June 23, 2017



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 4121 Carmichael Road; Suite 400; Montgomery, AL 36106

CH2M HILL'S PROJECT NO.: 666378

PROJECT NAME: Authorization 3 – Final EI Report and Draft RA/AA Report for the Downtown Environmental Assessment Project

CLIENT: City of Montgomery

CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

See attached Scope of Work dated June 22, 2017.

Compensation

Compensation by CLIENT to CH2M will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The budget ceiling for this scope of work is \$136,481, which shall not be exceeded without a revision to this AGREEMENT. When any budget has been increased, CH2M's excess costs expended, prior to such increase, will be allowable to the same extent as if such costs had been incurred after the approved increase.

Schedule

Assuming Notice-to-Proceed is received by July 14, 2017, CH2M anticipates the activities described in the attached Scope of Work to begin the week of July 17, 2017.

Other Terms

CH2M will monitor progress of the project and inform the CLIENT of deviations from the scope that may cause adjustments to the budget and/or work effort, if deemed necessary. CH2M is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is the CLIENT obligated to pay CH2M beyond these limits.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature  _____

Name (printed) J.P. Martin, P.E. _____

Title Vice President _____

Date 6/22/17 _____

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2MHILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 5 percent will be applied to subcontracts and outside services and a markup of zero percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY

REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



June 28, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Janet Y. Buskey
Revenue Commissioner

SUBJECT: Approval of 2016 Annual Report

I have enclosed the 2016 Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements and the related resolution for approval at the July 24, 2017 County Commission meeting.

If you have any questions, please let me know.

JYB/ah

Enclosures

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

5-1

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2016 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held
on this 24th day of JULY, 20 17,

Janet Buskey, Revenue Commissioner of said County, made her report of
'Insolvents', 'Errors in Assessment' and 'Taxes in Litigation' on taxes for the current year 2016, as
required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by
said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with
the Comptroller for the following amounts:

Insolvents: State Taxes--- General-----	\$	\$16,492.15
--- Soldier-----	\$	\$6,596.86
--- School-----	\$	\$19,790.58
Errors in Assessments: State Taxes--- General-----	\$	\$337,387.35
--- Soldier-----	\$	\$134,954.94
--- School-----	\$	\$879,152.70
Taxes in Litigation: State Taxes--- General-----	\$	\$1,112.20
--- Soldier-----	\$	\$444.88
--- School-----	\$	\$1,334.64

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent
Taxes for the previous year 2015, as required by Code of Ala. 1975, Section 40-5-29; and the Board
thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been
unable to collect, as follows:

State Taxes--- General-----	\$	\$8,915.28
--- Soldier-----	\$	\$3,566.11
--- School-----	\$	\$18,481.16

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which
he has been unable to collect as follows:

		General		Soldier		School
2015	\$	506.10	\$	202.44	\$	607.32
_____	\$	_____	\$	_____	\$	_____
_____	\$	_____	\$	_____	\$	_____
_____	\$	_____	\$	_____	\$	_____

Given under my hand this 24th day of JULY, 20 17

Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to
insolvent taxes and taxes in litigation of previous year(s).

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of "Insolvents" and "Errors in Assessment" on taxes for the year 2016, as required by the Code of Alabama, 1975, Section 40-5-23, and

WHEREAS, after a careful examination of said report by the County Commission of Montgomery, such report was found to be in order and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the said Revenue Commissioner be allowed on her settlement with the State Comptroller the following amounts:

INSOLVENTS:	County's General Fund	\$32,984.30
	County's Road & Bridge Fund	\$16,492.15
(Homestead Exemptions)	County's General Fund	\$ 0.00
	County's Road & Bridge Fund	\$ 0.00
ERRORS IN ASSESSMENTS:	County's General Fund	\$679,529.20
	County's Road & Bridge Fund	\$339,764.60
(Homestead Exemptions)	County's General Fund	\$3,912.80
	County's Road & Bridge Fund	\$1,956.40

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on "Lands Bid In" for the year 2016 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	\$4,031.10
	County's Road & Bridge Fund	\$2,015.55
(Homestead Exemptions)	County's General Fund	\$156.30
	County's Road & Bridge Fund	\$78.15

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2016, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	\$2,234.40
	County's Road & Bridge Fund	\$1,117.20
(Homestead Exemptions)	County's General Fund	\$10.00
	County's Road & Bridge Fund	\$5.00
(Refunds)	County's General Fund	\$2,484.92
	County's Road & Bridge Fund	\$1,242.45

(Homestead Exemptions)	County's General Fund	\$805,547.60
	County's Road & Bridge Fund	\$402,773.80
(Abatements)	County's General Fund	\$827,585.20
	County's Road & Bridge Fund	\$413,792.60

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her Annual Report and submitted her list of "Insolvents", "Errors in Assessments", "Taxes in Litigations", "Lands Bid" and "Abatements" of accounts applicable to the State of Alabama and the Montgomery County Board of Education in addition to the amounts shown above for the County of Montgomery, that such report and amounts be and are hereby approved.

Adopted this 24th day of July 2017.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

DEPARTMENT: Youth Facility **REQUESTED BY:** Beverly R Wise 6/22/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/22/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☒
Agenda ☐

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Contract Services	001-52604.304	15,000	(10,500)	4,500
Professional Services	001-52604.307	450,000	15,000	465,000
Other Misc Supplies	001-52603.219	8,000	2,000	10,000
Copy Machine Rental	001-52603.223	8,000	3,000	11,000
Repair & Main Motor Vehicles	001-52603.234	4,500	300	4,800
Postage	001-52603.252	3,500	1,200	4,700
Cellular Service	001-52603.255	24,500	11,300	35,800
Travel & Registration	001-52603.265	13,000	(3,000)	10,000
Contract Services	001-52603.304	60,000	(5,000)	55,000
Salaries	001-52602.110	3,321,503	(141,322)	3,180,181
Overtime	001-52602.113	30,000	50,000	80,000
Extra Help	001-52602.115	45,000	20,000	65,000
Retirement	001-52602.121	326,932	(20,000)	306,932
Health Insurance	001-52602.122	594,696	(40,000)	554,696
Social Security	001-52602.124	254,083	(14,470)	239,613
Retiree Allowances	001-52602.127	418,800	2,000	420,800
Transportation/ Prisoners	001-52602.166	30,000	(30,000)	0
Drugs & Medical Supp	001-52602.206	4,000	5,000	9,000
Office Supplies	001-52602.211	17,000	4,000	21,000
Other Misc. Supplies	001-52602.219	13,000	6,000	19,000
TOTAL		\$ 5,641,514	(\$ 144,492)	\$ 5,497,022

JUSTIFICATION: To realign the Youth Facility budgets to cover the expenses of housing the increased juvenile population.

MONTGOMERY COUNTY COMMISSION**BUDGET CHANGE REQUEST**Request Number: 2

DEPARTMENT: Youth Facility REQUESTED BY: Beverly R Wise 6/22/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/22/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☒Agenda ☐

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Main Bldgs	001-52602.231	20,000	15,000	35,000
Repair & Main Software	001-52602.240	0	8,400	8,400
Electricity	001-52602.244	90,000	54,000	144,000
Natural Gas	001-52602.245	18,000	5,000	23,000
Water and Sewer	001-52602.246	10,000	7,000	17,000
Telephone	001-52602.251	24,079	6,000	30,079
Contract Services	001-52602.304	17,000	12,000	29,000
Legal Expense	001-52602.305	5,000	(5,000)	0
Professional Services	001-52602.307	4,000	49,000	53,000
Groceries	001-52602.328	75,000	30,000	105,000
Kitchen Equipment	001-52602.549	0	6,498	6,498
DYS Subsidy Revenue	001-40000.44272	(213,358)	43,094	(170,264)
DYS Camp Davis	001-40000.44274	(485,500)	(4,500)	(490,000)
CNP Reimbursement	001-40000.44296	(39,000)	(46,000)	(85,000)
Housing Other County	001-40000.44921	(75,000)	(36,000)	(111,000)
				0
				0
				0
				0
				0
TOTAL		(\$ 549,779)	\$ 144,492	(\$ 405,287)

JUSTIFICATION: To realign the Youth Facility budgets to cover the expenses of housing the increased juvenile population.

ANITA L. KELLY
Presiding Judge
CALVIN L. WILLIAMS
Circuit Judge
ROBERT T. R. BAILEY
Circuit Judge
VICKY U. TOLES
Referee
BRUCE R. HOWELL
Court Administrator
BRANDI K. ALEXANDER
Detention Director

**FAMILY COURT OF MONTGOMERY COUNTY
JUVENILE DIVISION
FIFTEENTH JUDICIAL CIRCUIT**



BEVERLY RIDDLE WISE
Probation Supervisor
PATRICIA STRICKLAND
Probation Supervisor
RAY WILLIAMS
Probation Supervisor
PRESTON FRAZIER
Intake Supervisor
ANGELA STARR
Deputy Clerk
WARREN G. BRANTLEY, PhD
Court Therapist

May 10, 2017

Dear Commissioners:

Many factors have contributed to the Youth Facility's budget shortfall this budget year. I will attempt to address them and will answer any questions or address your concerns. First, the original requested budget was not adequate to meet our needs. The biggest drain on our budget has been our increased average daily population (ADP). Last year, our ADP was 32.98 children and for this last six months, the ADP is 41.30. This has taxed not only our groceries and medical budgets but also our over-time and extra help budgets. Our Department of Youth Services license requires a staffing pattern of one to eight ratio, staff to students. When transporting children for any reason, a minimum of two staff must transport the child, which requires back filling the detention officers with extra help.

Another factor contributing to the increased length of stay is the seriousness of the alleged offense. In recent months, we have held seven children charged with murder which requires longer stays in detention. Furthermore, there has been a dramatic increase in gun possession cases and shootings.

Finally, our detainees are presenting with more serious medical and mental health issues. These children have taxed our medical budgets along with the costs of medication. The aforementioned are some of the reasons for my request today; there are more which I would like to discuss with you further.

Attached is our budget amendment request. Thank you for your consideration of this important matter.

Beverly Riddle Wise

Acting Juvenile Court Administrator

Tammy Nix

From: Sherrill Thomas
Sent: Monday, June 26, 2017 10:38 AM
To: Tammy Nix
Cc: Donald Mims; Theresa LeGrady
Subject: Budget Change Youth Facility #2
Attachments: YF Memo re Budget.pdf; Youth Facility 2017 -2.pdf; Youth Facility 2017 -2 pg 2.pdf

Follow Up Flag: Follow Up
Due By: Monday, June 26, 2017 11:17 AM
Flag Status: Flagged

Attached is a two page budget change and a memo written by Beverly Wise concerning the YF budgets. I have attempted to analyze each line item to estimate what the needs are for the remaining 2017 budget. I have covered the shortages by using all items in the current budget and adjusting the revenues that affect this budget. Normally, we do not realign salary items but I am recommending that we do on this one. The increases to the budget are items that are necessary to provide the required services of the Youth Facility.

Sherrill Thomas
Finance Director



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

June 27, 2017

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham *D.C. by JMM*
Montgomery County Sheriff's Office

SUBJECT : Auburn Police
Assistance with Football Games

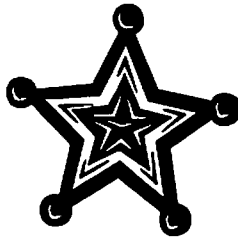
I am requesting that the County Commission approve the attached matter at the next County Commission meeting allowing the Montgomery County Sheriff's Office to assist Auburn Police Department during their football games.

If you have any questions, please do not hesitate to contact me or my assistant, Christie (ext 7106).

DC/crv

encls.

cc: Ms. Florence Cauthen
Deputy County Administrator



XYZ Police/Sheriff's Department
111 Law Enforcement Drive
Anytown, AL

June 22, 2017

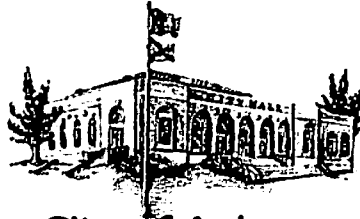
Chief Paul Register
Auburn Police Division
161 North Ross Street
Auburn, AL 36830

Dear Chief Register:

Pursuant to the Code of Alabama 36-21-49, the XYZ Police/Sheriff's Department agrees to enter into a Mutual Aid Agreement with the Auburn Department of Public Safety to provide law enforcement assistance to the Auburn Police Division upon their request. The XYZ Police/Sheriff's Department further agrees to place its officers under the command and supervision of the Auburn Chief of Police or any of his designated officers whenever such assistance is provided.

Sincerely,

John Doe
XYZ Police/Sheriff's Department



City of Auburn
Home of Auburn University

June 22, 2017

Dear Chief/Sheriff:

I would like to thank you for your assistance during the 2016 football season. The feedback regarding law enforcement's performance was overwhelmingly positive.

We appreciate your continued support. Please find enclosed a City of Auburn Professional Services Contract for your review and signature. *Please ensure your city/county Federal Tax Identification Number is correctly listed.* No W-9 will be required from your department since we have that currently on file. The contract must be returned to Auburn Public Safety for processing. Please mail you documents to Auburn Public Safety, Attn: Sally Mixon, 161 North Ross Street, Auburn, AL 36830. Upon final approval, a copy will be provided for you upon request.

To ensure the assistance provided by your agency is under a Mutual Aid Agreement, a current, written agreement must also be submitted along with the completed and signed forms. A sample copy is provided. The Mutual Aid Agreement will further ensure your officers will be covered under the associated workmen's compensation policy.

We ask you provide your agency contact: name, phone number, and email address in charge of work assignments and/or time reporting for this detail. Please include the number of officers you will guarantee to work each home game (refer to enclosed football schedule).

Your assistance in submitting this information as soon as possible is greatly appreciated. If you have any questions or need additional information, please contact Sally Mixon at 334-501-7344. Thank you again for all you do and I look forward to another great season of working together.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Register", written over a horizontal line.

Paul Register
Chief of Police

rrd

**Auburn Game Day Law Enforcement Corporation
Professional Services Contract**

This Professional Services Contract (the "Agreement") made and entered into on this the ____ day of _____, 2017, by and between The Auburn Game Day Law Enforcement Corporation, an Alabama corporation (the "Company"), the City of Auburn, Alabama, a municipal corporation (the "City") and Montgomery County Commission and Sheriff's Office (Assisting Agency).

The parties hereby state and agree as follows:

1. The City has entered into a Professional Services Contract with Auburn University (the "University") whereby the City agrees to provide Law Enforcement Officers; Fire; Communications and Judicial personnel with the City as well as assisting agencies to provide security and traffic direction for University athletic and other special events.
2. The City and the Company have entered into a Professional Services Contract whereby the Company agrees to assist the City in providing personnel from assisting agencies.
4. The Assisting Agency, acting in support of the City's Public Safety Department/Police Division, shall provide support services to include, but not limited to crowd control, traffic direction, and security at Auburn University campus locations during major sporting events and/or special events.
5. The Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief or his/her designee.
6. The Assisting Agency shall provide the above services during the time period from August 1, 2017 to July 31, 2018.
7. The Assisting Agency will be compensated by the City on behalf of the Company for the above services at the following rates: Assignment: Stadium - \$30.00; Traffic - \$35.00; Supervisor - \$38.00.
8. The Assisting Agency will receive compensation for services provided within ten working days of the receipt of an approved invoice.
9. The Assisting Agency will not be compensated for travel expenses.
10. The Company shall secure and provide to Assisting Agency's employees Workers Compensation Insurance.
11. The Assisting Agency agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Assisting Agency represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other classification protected by Federal and/or Alabama state constitutional and/or statutory law.

**SIGN
HERE**

This contract has been reviewed and accepted by the undersigned on this the ____ day of _____, 2017.

ASSISTING AGENCY

Signature

Elton N. Dean, Sr., Chairman
Name

Montgomery County Commission
Agency Name

101 S. Lawrence Street
Address

Tax I.D. Number

Montgomery, AL 36104
City, State, Zip Code

AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

President

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this ____ day of _____, 2017.

ATTEST:

Mayor

Interim City Manager

FIRST AMENDMENT

TO

PROJECT AGREEMENT

BY AND AMONG

CITY OF MONTGOMERY,

MONTGOMERY COUNTY, ALABAMA,

AND

CNJ USA, LLC

FIRST AMENDMENT TO PROJECT AGREEMENT

This amendment is between the CITY OF MONTGOMERY, a body corporate and politic of the State of Alabama (the "City"), MONTGOMERY COUNTY, ALABAMA, a body corporate and political subdivision of the State of Alabama (the "County"; collectively with the City, the "Local Governments"), and CNJ USA, LLC, an Alabama limited liability company ("CNJ"), and is effective as of June 1, 2017.

CNJ and the Local Governments entered into that certain Project Agreement dated August 8, 2017 which set forth various development incentives and corresponding milestones for CNJ to develop property located in Montgomery, Alabama.

By letter dated June 16, 2017, CNJ has requested an extension of the deadline to Commence Construction under the Project Agreement, and the Local Governments are willing to extend the deadline from June 1, 2017 to January 31, 2018 upon execution and approval of this amendment.

The parties therefore hereby agree as follows:

1. **Extension of Milestone to Commence Construction.** The Milestone to Commence Construction set forth in Section 1.1(1) of the Project Agreement is hereby amended to provide that CNJ shall Commence Construction no later than January 31, 2018, and the Local Governments waive any default arising under the Project Agreement as a result of CNJ failing to Commence Construction prior to January 31, 2018. The Milestone to Commence Commercial Operation set forth in Section 1.1(2) of the Project Agreement shall remain as stated in the original Project Agreement.

2. **Additional Extensions at Local Governments' Joint Discretion.** Any additional request for an extension by CNJ of a Milestone or other deadline must be made by written notice delivered to each of the Local Governments at least 30 days prior to the date of such deadline. Untimely requests for extensions shall not be considered. No extension shall be valid unless both the City and County consent to such extension request in writing, and each of the City and County may approve or disapprove of such extension request at their sole discretion.

3. **Ratification of Project Agreement.** The parties hereby ratify and confirm the Project Agreement, as amended hereby, and acknowledge that all other provisions of the Project Agreement, as amended, shall remain in full force and effect. All capitalized terms which are not defined in this amendment shall have the meanings given them in the Project Agreement, as amended.

4. **Miscellaneous.** (a) The effectiveness of this amendment shall be subject to the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the City and County. It is expressly agreed and understood that each of the Mayor of the City and the Chairman of

the Montgomery County Commission for the County, at their option, execute and deliver this amendment prior to such authorization but that the obligations, liabilities, agreements, and statements of the City and County shall not be binding and enforceable unless and until this amendment is approved by their respective governing bodies as set forth above.

(b) Whenever the consent of the Local Governments is required under the Project Agreement, as amended, the granting of such consent by the Local Governments in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of each Local Government.

(c) This amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement between the parties, and it shall not be necessary in making proof of this amendment to produce or account for more than one such counterpart.

(d) The governing law of this amendment shall be the law of the State of Alabama without regard to its conflicts of laws principles.

(e) In case any one or more of the provisions contained in this amendment should be ruled by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such ruling.

[EXECUTION AND NOTARY ACKNOWLEDGMENTS APPEAR ON NEXT FOLLOWING PAGES]

WHEREFORE, the Parties hereto have executed this amendment as of the date their signature was properly notarized.

CITY OF MONTGOMERY

By: _____
Honorable Todd Strange,
Its Mayor

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared **Todd Strange**, in his capacity as Mayor of the **CITY OF MONTGOMERY**, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said City of Montgomery, Alabama on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2017.

Notary Public

My Commission expires: _____

MONTGOMERY COUNTY, ALABAMA

By: **Montgomery County Commission**

By: _____
**Honorable Elton Dean,
Its Chairman**

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared **Elton Dean**, as Chairman of the Montgomery County Commission, in its capacity as the governing body of **MONTGOMERY COUNTY, ALABAMA**, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission, acting in his capacity as Chairman thereof on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2017.

Notary Public

My Commission expires: _____

CNJ USA, LLC

By: _____

Name: _____

Its: _____

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared _____, in his capacity as _____ of CNJ USA, LLC, an Alabama limited liability company, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, that he, as such _____ and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of _____, 2017.

Notary Public

My Commission expires: _____

Tammy Nix

From: Florence Cauthen
Sent: Thursday, July 06, 2017 9:27 AM
To: Tammy Nix
Subject: FW: Two Items for Commission Meeting
Attachments: IDB MCC RESOLUTION - Police Jurisdiction 7-5-17 (003).doc; CNJ - Amendment to Project Agreement.pdf

I have printed for you but want you to have if needed.

From: Justice Smyth [mailto:jsmyth@montgomerychamber.com]
Sent: Thursday, July 06, 2017 8:57 AM
To: Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: Two Items for Commission Meeting

Florence,

It was good to speak with you this morning.

I have attached the two items we discussed:

- 1) Resolution authorizing IDB to abate County taxes for project locating in the police jurisdiction; and,
- 2) Amendment to the Project CNJ project agreement extending the deadline for commencing construction.

Please let me know if you need anything else and we will see you on Monday.

Thank you!



Justice Smyth
Director, Corporate Development
Montgomery Area Chamber of Commerce
www.montgomerychamber.com
41 Commerce Street, P.O. Box 79
Montgomery Alabama 36104
Office: 334-240-9420
Cell: 334-462-9196
Fax: 334-265-4745

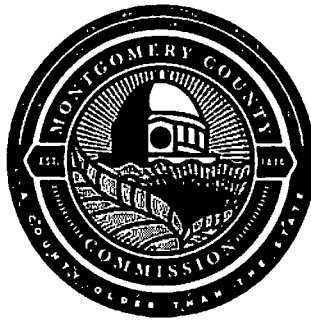
www.facebook.com/montgomerychamber
www.twitter/mgmchamber
www.linkedin.com/companies/montgomery-area-chamber-of-commerce

BUILD ON

A special thank you to the Chamber's *Imagine a Greater Montgomery II* Investors

LEGACY: City of Montgomery | Montgomery County Commission | Hyundai Motor Manufacturing Alabama, LLC | Regions Bank | The Colonial Company | Spire Inc. | Aronov Realty Management, Inc. | Baptist Health | Goodwyn, Mills & Cawood, Inc. | Hodges Warehouse + Logistics | Larry Puckett Chevrolet | SABIC

SUSTAINING: BBVA Compass | Alfa Insurance Companies | Beasley, Allen, Crow, Methvin, Portis & Miles, PC | Blue Cross Blue Shield of Alabama | Barrie and Laura Harmon | Information Transport Solutions, Inc. | Jackson Hospital & Clinic, Inc. | Jerry Kyser Builder | The Montgomery Advertiser | USA Today Network | Montgomery Industrial Development Board | Montgomery Water & Sewer Board | Rheem Water Heaters | ServisFirst Bank | Southeast Alabama Gas District | Stifel - Merchant Capital Division | Stivers Ford Lincoln



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2017; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the September 18, 2017, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Weeping Willow Baptist Church which is located at 2925 Forbes Drive. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location, and time, as stated above for the September 18, 2017, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Weeping Willow Baptist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 24th day of July, 2017.

BY: _____
Chairman

ATTEST: _____
County Administrator

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy (hereinafter referred to as "Seller"), and Montgomery County Commission (hereinafter collectively referred to as "Buyer");

WITNESSETH:

1. **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property initially described as follows:

South Montgomery County Academy	2907250000005.000	+/-1.9 ac
South Montgomery County Private School Foundation	2907250000002.000	+/-2.6 ac
South Montgomery Academy	2809300000005.000	+/-14 ac

containing approximately 18.5 acres lying and being situated in Montgomery County, Alabama, as more particularly designated on the Tax Parcel Map as Exhibit "B" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as "Property"), together with all appurtenances, rights of way, improvements, privileges, easements, and other rights benefitting or pertaining to the Property and all right, title and interest of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof. The legal description of the Property shall be based on the description as stated in the new Survey.

2. **PURCHASE PRICE.** The Purchase Price of the Property (the "Purchase Price") shall be One Hundred Twenty Thousand and No/100 (\$120,000.00). The Purchase Price shall be payable as follows:

(a) The Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full at the Closing by cashier's check, wire transfer or cash.

3. **INSPECTION PERIOD.** Buyer shall have a period of sixty (60) days after the latter of the date that Seller provides Buyer a new survey of the Property and/or proof in writing by virtue of a recorded deed conveying the reversionary interest of Grady Community Center to South Montgomery Academy to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof (the "Inspection Period"). (See Exhibit "A" attached.) During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies (to include Phase I, Phase II, or greater) and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary and other governmental land use approvals, zoning variance(s), permits and licenses with respect to the Property and the intended use and development thereof, and to otherwise conduct a feasibility review and analysis with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing and all rights and obligations hereunder shall cease and terminate. Should Buyer fail to notify Seller within the Inspection Period, it shall be understood by all parties that Buyer elects not to proceed with the purchase of the Property and both parties shall be released from any further obligation to the other. The parties hereto agree and acknowledge that Buyer has been furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property.

b. In the event that an initial Phase I Environmental Study shows that the Property has

environmental concerns then it will be necessary for the Buyer to conduct a Phase II Environmental Study. In said event it is understood by all parties that the Inspection Period shall be extended for an additional thirty (30) days and all other terms and conditions of the Agreement shall remain the same.

4. **GOVERNMENTAL APPROVALS.** Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans and shall deliver such originals to Buyer at closing. **IN NO EVENT SHALL BUYER RE-ZONE THE PROPERTY, OR ANY PORTION THEREOF, PRIOR TO CLOSING THIS SALE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.**

5. **ENTRY UPON PROPERTY.** Upon execution of this Agreement, Buyer, its agents, employees, contractors, and all other persons authorized by it, or any of them, are permitted to enter the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soils, hazardous waste, appraisals, topographic studies, environmental, and geological tests and studies all at Buyer's cost. In the event Buyer, its agents, or its employees disturbs any portion of the Property, or the surface thereof, as a result of such entry, studies, tests, or inspections, Buyer agrees to restore the Property to its original condition at Buyer's sole cost and expense (the provisions of this paragraph shall expressly survive the expiration or termination of this Agreement or the Closing as the case may be).

6. **SURVEY.** Seller shall have fourteen (14) days from the Effective Date to furnish Buyer with a new survey of the Property. Seller shall engage Survey South for said Survey.

7. **ABSTRACT OF TITLE.** Seller agrees at its cost to furnish the Buyer within fourteen (14) days after the Effective Date of this Agreement, an up-to-date Abstract of Title or a Title Binder of the entire Property extending back at least sixty (60) years and disclosing good and merchantable fee simple title thereon vested in Seller. Buyer shall have its attorney examine the abstract of title; provided, however, it is Buyer's requirement that the Abstract of Title disclose Seller as present owner of fee simple title to the Property without exception except for ad valorem taxes not yet due and payable, any existing mortgage(s) (from which the Property shall be released at Closing) and such other easements and exceptions as Buyer may, in its sole and absolute discretion, waive in writing (the "Permitted Exceptions"). If the Abstract of Title discloses a defect or defects in title to any portion of the Property or discloses easements or other exceptions that Buyer is unwilling to waive, then Buyer agrees to notify Seller in writing of such matters within ten (10) days of Buyer's receipt of the Abstract and Seller, in its sole discretion may proceed to cure such matters at Seller's expense. If said matters are not cured within twenty (20) days after notice, then Buyer may grant Seller additional time to cure the defects and, further, Buyer may, at any time thereafter, at its option, in writing, waive such defect or unacceptable easements or other exceptions or cancel this Agreement. Seller represents that it presently owns fee simple title to the Property, except for any existing mortgage which Seller covenants to have released with respect to the Property at the time of Closing, and Seller covenants that it will not permit any change in the status of the title to the Property until this Agreement has been consummated or otherwise terminated in accordance with the terms hereof. Risk of loss prior to Closing shall be borne by Seller.

8. **CLOSING.** Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is thirty (30) days after the end of the Inspection Period unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day or such earlier date as Seller and Buyer may mutually agree. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a General Warranty Deed conveying a good and merchantable, indefeasible fee simple title to the Property subject to covenants, restrictions reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming

applicable, matters of survey and taxes and assessments hereafter becoming due against said Property. The description used in the deed shall be one and the same and shall coincide with the legal description of the Property by virtue of the new Survey. Seller shall pay at Closing, by deducting from the Purchase Price, any and all expenses herein provided to be paid by Seller and the cost of preparing the deed. Buyer shall pay all costs, taxes and expenses for recording the deed. Ad valorem taxes, rental income, and utilities, if any, shall be prorated as of the date of Closing. Any assessments whether due or not levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be reasonably required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession. Buyer shall select and pay the Closing Attorney.

9. **DEFAULT: REMEDIES.** If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have, as its sole and exclusive remedy to seek specific performance. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may as its sole and exclusive remedy the right to seek of specific performance.

10. **ENVIRONMENTAL CONCERNS:** Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance (s)", "hazardous waste (s)" or "hazardous material (s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified prior to Closing by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereto ten (10) days after Buyer receives notice of same.

11. **UTILITIES.** Seller and Buyer hereby acknowledge that this sale does NOT require Seller to deliver sanitary sewer, water service, storm drainage facilities, or any other utilities to the Property. It shall be Buyer's responsibility to determine the locations, capabilities and costs required to serve the Property with utilities necessary for the Property's intended use. Any and all costs related to these matters shall be paid by the Buyer. The provisions of this Paragraph shall survive the Closing.

12. **CONDEMNATION.** Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated. Should any entity having the power of condemnation decide prior to the time of Closing to acquire any portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of Closing and receive back all sums paid hereunder, or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

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

Seller:

South Montgomery County Academy
South Montgomery County Private School Foundation
South Montgomery Academy
147 & 107 Old School House Road
Grady, Alabama 36036

With Copy To (Which Does Not
Constitute Notice):

Buyer:

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

With Copy To (Which Does Not
Constitute Notice):

Haskell, Slaughter & Gallion, LLC
Tommy Gallion
8 Commerce Street, Suite 1200
Montgomery, Alabama 36104
O: 334.265.8573
Fax: 334.264.7945
Email: ttg@hsg-law.com

Gregory A. Carr, Sr.
2855 Zelda Road
Montgomery, Alabama 36106
Phone: 334.269.5900
Email: greg@gregory-carr.com

The listing of telephone and facsimile numbers is for the convenience of the parties but notice by such methods is not effective.

14. **NO WASTE.** Seller agrees that from the Effective Date of this Agreement until the date of Closing, it will not commit or permit to be committed any waste or change in the condition or appearance of the Property or improvements thereon, or convey any mortgage, lien, easement, mining or mineral rights or other rights in or to the Property, nor consent to any zoning, re-zoning, or other restrictions of the Property except with the written consent and approval of Buyer. This provision shall not prohibit Seller from performing routine maintenance on the Property prior to the date of Closing.

15. **MISCELLANEOUS.**

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

- (i) The Property is now assessed on a "fair market value" classification rather than a "current use" classification and is not subject to so-called "roll back taxes". In the event this warranty and representation shall prove to be untrue Seller shall be solely responsible for and agree to reimburse Buyer any additional ad valorem taxes in the nature of rollback or recapture taxes due under Code of Alabama 1975 Section 40-7-25.3, if such taxes are levied.
- (ii) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not

violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.

- (iii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alternations of the Property that have not been satisfactorily made.
- (iv) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests, reversionary interest or other rights of occupancy.
- (v) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement in which event all rights and obligations hereunder shall terminate.

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

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of the Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) The Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Buyer and Seller.

16. AGENCY DISCLOSURE AND BROKERS. N/A.

17. FEE. There will be no real estate fee paid by either party in regard to this transaction.

Except as set forth above, each of the parties agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation, contact or contract with Seller or Buyer, respectively, relating to the proposed purchase of the Property by Buyer. Each party acknowledges to the other that it has not dealt with any Broker except as set forth above. The provisions of this Paragraph shall survive the Closing.

18. **CONDITION OF THE PROPERTY.** Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

19. **TAX MATTERS.** Montgomery County acknowledges that the Seller contemplates seeking charitable deductions for the value of the Property over and above the Purchase Price. If requested Montgomery County will, at no cost to Montgomery County, provide such assistance and information that is required to be provided by a governmental entity receiving a charitable donation of land under the Internal Revenue Code in order for the contribution to be tax deductible by the donor of the Property, but Montgomery County will have no obligation to take any action or provide any information or assistance that Montgomery County reasonably believes is incorrect or contrary to applicable law. The Seller shall be solely responsible for any audits, costs, or liabilities that may arise from any tax deduction claimed by Seller in connection with the contemplated transactions and shall hold Montgomery County harmless for any claims related to the same. Montgomery County makes no representation regarding the fair market value of the Property or any tax-related consequences of the contemplated transactions. If the Seller seeks to receive any tax deduction for the gift of the Property they will obtain independent tax advice and be solely responsible for the costs of any appraisal and for compliance with the applicable provisions of the Internal Revenue Code and other applicable law.

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

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

SELLER:

South Montgomery County Academy

WITNESS:

By: _____

As:

Date: July ____, 2017

South Montgomery County Private School
Foundation

WITNESS:

By: _____

As:

Date: July ____, 2017

South Montgomery Academy

WITNESS:

By: _____

As:

Date: July ____, 2017

BUYER:

Montgomery County Commission

WITNESS:

By: _____

Elton N. Dean, Sr.

As: Chairman

Date: July ____, 2017

DRAFT

EXHIBIT A

Parcel One:

A parcel or lot of land beginning 110 yards West from the SE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 12, Range 18, thence North 158.4 yards; thence East 244.5 yards; thence South 158.4 yards, thence West 244.5 yards to the point of beginning, lying and being in Montgomery County, Alabama, and containing 8 acres.

Parcel Two:

A parcel of land lying in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 12 North, Range 18 East, and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30, Township 12 North, Range 19 East, Montgomery County, Alabama, being more particularly described as follows: Commencing at the northeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 30; thence South $89^{\circ}36'11''$ West 871.46 feet to the point of beginning; thence South $00^{\circ}28'14''$ East 328.12 feet; thence South $89^{\circ}09'14''$ West 663.79 feet; thence North $00^{\circ}28'14''$ West 328.12 feet; thence North $89^{\circ}09'14''$ East 663.79 feet to the point of beginning, containing 5.0 acres, more or less.

Parcel Three:

Beginning at an iron pin located South, 655.5 feet, and East, 80.0 feet from the NW corner of Section 30, T12N, R19E, Montgomery County, Alabama; thence South 210.0 feet to an iron pin; thence South $89^{\circ}13'$ West, 387.2 feet to an iron pin on the East R.O.W. of the School House Road, a paved County Road, thence North $0^{\circ}46'$ East, along said R.O.W. for a distance of 210.0 feet to an iron pin; thence North $89^{\circ}10'$ East, 384.3 feet to the point of beginning. The above described parcel of land lies in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30, T12N, R19E, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, T12N, R18E, both in Montgomery County, Alabama and contains 1.86 acres, more or less, according to the survey of O. Guthrie Jeffcoat, Jr., P.E. and L.S. Ala. Reg. No. 9587, dated July 25, 1985.

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
RLPY 04766 PG 0813-0822 2016 Nov 23
01:42 PM
STEVEN L REED
JUDGE OF PROBATE

INDEX	\$5.00
REC FEE	\$25.00
CERT	\$1.00
MORTGAGE TAX	\$342.50
CHECK TOTAL	\$373.50
253280	

Clerk: #101 01:42 PM

Page 10

initials

EXHIBIT "B" (1)



MONTGOMERY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

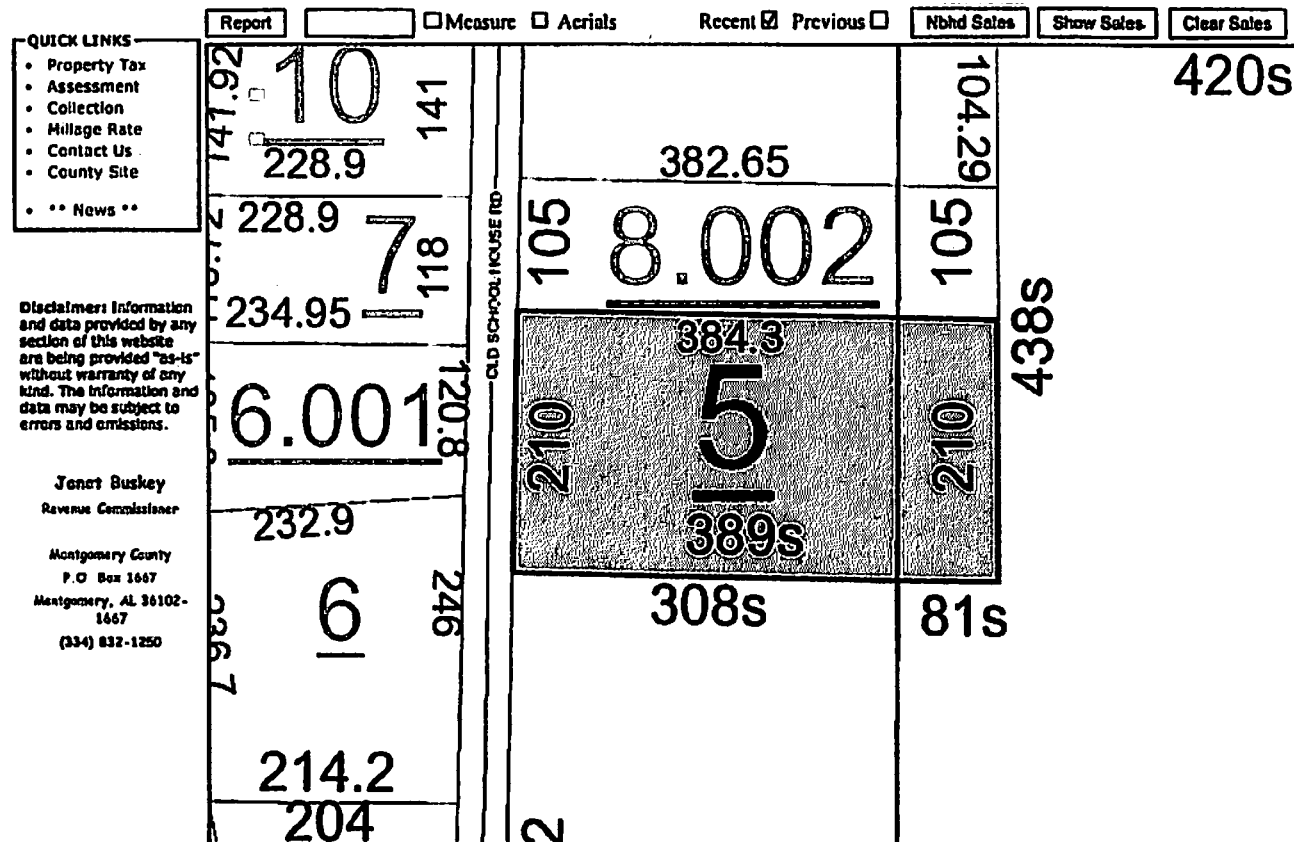
- Search
- Pay Tax
- Assessment
- Forms

PARCEL #: 29 07 25 0 000 005.000
 OWNER: SOUTH MONTGOMERY COUNTY ACADEMY
 ADDRESS: 107 OLD SCHOOL HOUSE RD GRADY AL 36036-0000
 LOCATION: 107 OLD SCHOOL HOUSE ROAD GRADY AL 36036
 << Prev Next >> [1 / 6 Records] Processing...

WELCOME PROPERTY TAX TAX PERSONAL PROPERTY
 [111-D-] Baths: 1.0 H/C Sqft: 0
 SNCO Bed Rooms: 0 Land Sch: ST/A/2
 Land: 25,800 Imp: 37,600 Total: 63,400
 Acres: 0.000 Sales Info: 12/01/2004 \$52,000

Tax Year: 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS



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10-9

EXHIBIT "B" (2)



MONTGOMERY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- Search
- Pay Tax
- Assessment
- Forms

PARCEL #: 29 07 25 0 000 002.000
 OWNER: SOUTH MONTGOMERY COUNTY PRIVATE SCHOOL FOUNDATION
 ADDRESS: GRADY AL 36036-0000
 LOCATION: 147 OLD SCHOOL HOUSE ROAD GRADY AL 36036
 << Prev Next >> [4 / 6 Records] Processing...

WELCOME PROPERTY TAX BOE PERSONAL PROPERTY

Baths: 0.0 H/C Sqft: 0
 Bed Rooms: 0 Land Sch: AM
 Imp: 0 Total: 20,800
 Sales Info: \$0

Tax Year: 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

QUICK LINKS

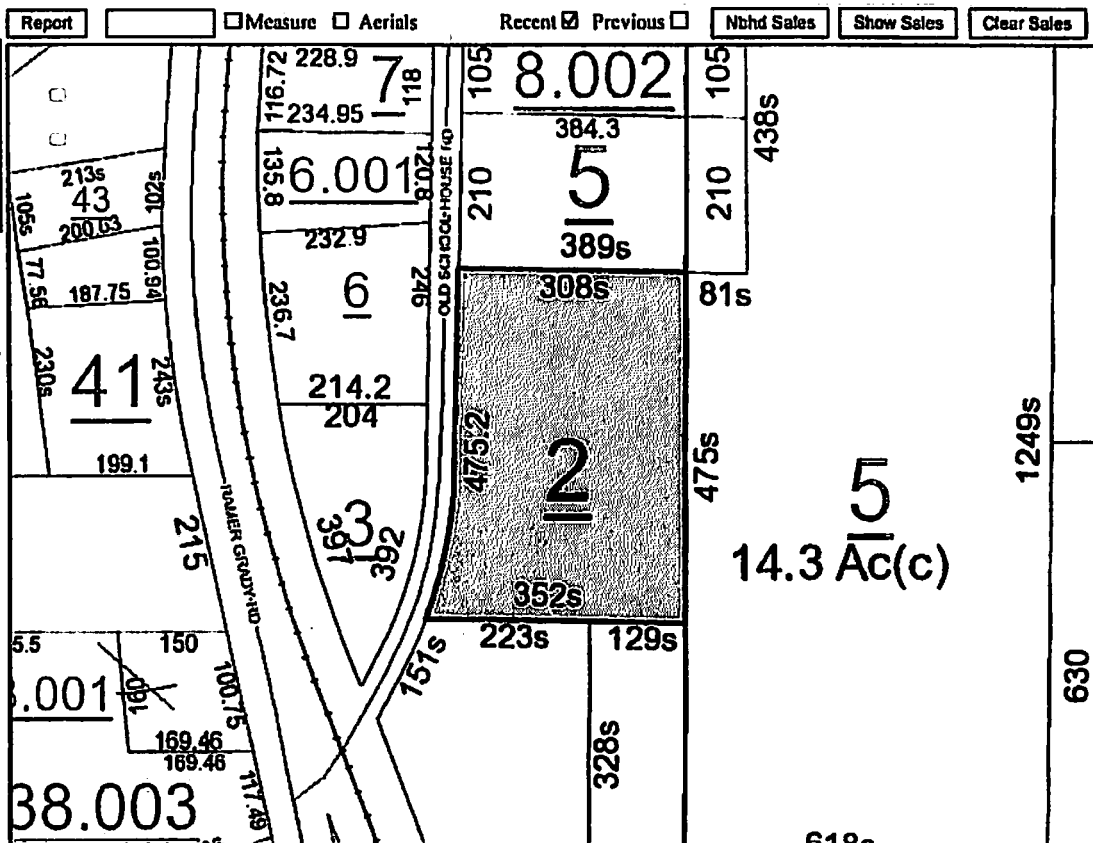
- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site

• ** News **

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

Janet Buskey
 Revenue Commissioner

Montgomery County
 P.O. Box 1667
 Montgomery, AL 36102-1667
 (334) 832-1250



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Website Disclaimer

10-10

Tammy Nix

From: Kim Ryals <k.ryals@frankthomasllc.com>
Sent: Thursday, July 06, 2017 11:03 AM
To: Donald Mims
Cc: Frank Thomas
Subject: Montgomery County Commission/South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy Purchase and Sale Agreement
Attachments: SKMBT_C25217070611080.pdf

Good Morning Mr. Mims,

Attached is a draft of the above referenced document for your review.

Thank you.

Kim Ryals
Frank Thomas and Associates, LLC
2855 Zelda Road
Montgomery, Alabama 36106
334.271.1236

10-12

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
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

July 6, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Professional Dues

For many years, Elected Officials and Supervisors have authorized the payment of professional dues for employees who were attorneys or Certified Public Accountants.

As a CPA, I attend Continuing Professional Education courses regarding changes in governmental accounting standards. Membership in the Alabama Society of CPAs and the American Institute of Certified Public Accountants allows the county to receive discounts on CPE courses up to \$80 per course.

These courses have helped me stay current on governmental accounting standards that the Examiners of Public Accounts utilize in their audit of the County Commission.

I am requesting for the County Commission to authorize payment of 2017-2018 professional dues to the Alabama Society of CPAs (\$190.00) and the America Institute of Certified Public Accountants (\$265.00).

Should you have any questions, please contact me.

/tn

Attachment

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: July 5, 2017

RE: Invitation to Bid No. 51910-17B-017
Delivery of Election Equipment

Request that approval of award on the above referenced Invitation to Bid to the low bid of Pro Movers and Storage, for \$336.00 per precinct, be placed on a future agenda. (Copy of spreadsheet attached.)

This will be a three (3) year contract, beginning from the date of award.

Coordination of award made with Darryl Parker, Director of Elections.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51910-17B-017				PRO MOVERS AND STORAGE ATTN: DAVID GARNER 871-B PLANTATION WAY MONTGOMERY, AL 36117		ADMIRAL MOVERS 1200 NEWELL PKWY MONTGOMERY, AL 36110		ARMSTRONG RELOCATION 212 TOTAL SOLUTIONS WAY ALABASTER, AL 35007		HEARD'S HAULING & MOVING "NO BID"			
DATE ISSUED: JUNE 21, 2017													
DATE OPENED: JULY 5, 2017													
THE ELECTION CENTER													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Delivery of Election	Ea	1	\$336.00	\$336.00	\$585.00	\$585.00	\$925.00	\$925.00				
	Equip. - per Precinct												
2	Additional Charges	Ea	1			\$702.00	\$702.00	\$995.00	\$995.00				
	for delivery after												
	5:00 p.m. and												
	on weekends												
TOTAL BID AMOUNTS					\$336.00		\$1,287.00		\$1,920.00				

12-2

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Youth Facility
DEPARTMENT HEAD: Beverly Riddle Wise
SUPERVISOR: Lynn Peavey

POSITION INFORMATION:

Position Title Administrative Support Associate
Position Number to replace Switchboard Operator position 900780006
Pay Grade A03 Pay Range \$25,630 - \$38,294
Proposed Effective Date August 7, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The Switchboard Operator position fill request was approved at the May 15, 2017 Commission meeting. On June 27, 2017, the Personnel Department notified me that this position is being abolished. Their recommendation was that this position be replaced with an Administrative Support Associate. The Youth Facility does not have a vacant ASA position.

Beverly Riddle Wise/lp
Department Head

Date June 27, 2017

FINANCIAL IMPACT:

The current budget for the Switchboard Operator will cover the cost of the Administrative Support Associate. The ASA position has a higher pay grade but the Switchboard Operator that vacated that position was paid at a much higher pay step.

Sherrill Thomas
Finance Director

Date 6/30/2017

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

MEMORANDUM

TO: Beverly Wise, Acting Juvenile Court Administrator
FROM: Cami Hacker, Sr. Personnel Analyst
DATE: June 27, 2017
SUBJECT: Switchboard Operator

After meeting with you and Lynn Peavey this morning, I would like to recommend that the Administrative Support Associate classification be used in place of the Switchboard Operator.

The Switchboard Operator classification has been phased out with the City of Montgomery and replaced with the Administrative Support Associate. Switchboard Operators are not positions widely used anymore, and our office would like to abolish the classification from the city and county pay plans. In addition, our conversation led me to conclude that the employee in this position does more than answer the phone; the employee also acts as the primary receptionist for your offices. The Associate requires six months of clerical experience such as answering phones, typing, and filing.

Please submit a Form 10 to change the classification. This should allow the County Administration Office the information it needs to reallocate or assign this classification to your office.

Since the submitted requisition was for Switchboard Operator at pay grade A02, you will also need to submit another requisition for the purposes of replacing the Operator with the Administrative Support Associate at pay grade A03.

Once the new requisition has been submitted and approved, our office has a register in place that you can use to hire an individual into the position.

Please let me know if you need anything else from me or our office.

-----Original Message-----

From: Brent Cherry [mailto:BCherry@bcbsal.org]

To: Scott Kramer <ScottKramer@mc-ala.org>; Nora Boyd <Nboyd@bcbsal.org>

Subject: RE: Teladoc

Scott,

So the liability question is pretty common. The physician is liable for any medical malpractice just like in a normal practice setting. Teladoc provides the medical malpractice insurance for all physicians who operate in our network. The med mal insurance limits are equal to or greater than the required limits in the state where the physician practices.

In our master service agreement with BCBSAL, there will be language to indemnify and hold harmless all parties that utilize the Teladoc service. Having said all of this, when it comes to lawsuits an individual can name any party they choose, regardless of how strong the contracting language is.

So the good news is that Teladoc as a company has conducted over 2.5 million consultations and have never experienced a single member lawsuit. It is important to note that Teladoc treats the common conditions that occur commonly. Teladoc typically prescribes your general antibiotics, the Z-Pak's and Amoxicillin that we've all used at some point. Teladoc does not prescribe any DEA controlled substances or lifestyle medications.

Brent W. Cherry



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

Subject: Approval to pursue the Mid-South RC& D Council Grant

Date: June 27, 2017

We are requesting the County Commission's approval to pursue the Mid-South RC & D Council Grant. This is an annual grant with no local match required. The mission of Mid-South Resource Conservation and Development Council is to implement and promote impact, driven projects and activities designed to promote the sustainability and productivity of the abundant, natural and human resources of counties in their target area while improving the quality of life within the community. If funded, we will use these funds to expand our Youth Summer Learning, Education and Conservation classes.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36101-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0900

From: "Jennifer Roth" <jennifer.roth@girlsontherun.org>
To: "Ronda Walker" <RONDAWALKER@mc-ala.org>
Cc: "Maggie Brooks" <maggie.brooks@girlsontherun.org>
Subject: Girls on the Run

Ronda,

We appreciate all you have done for our program. We are looking for program sponsors again this year and wanted to see if you, as a County Commissioner, would be interested in sponsoring Girls on the Run. Attached are the sponsorship opportunities for the upcoming year.

We were thrilled to experience major growth last year. Because of generous sponsors like MCC, Girls on the Run had 19 teams, serving around 275 girls last year. We delivered the program to 5 Title I schools, 2 magnet schools and 4 private schools!

Attached are the sponsorship opportunities. If you have any questions or thoughts, we would love to meet or talk to you.

Thanks again for your support!

Jenny

Jenny Roth
Council Director
Girls on the Run serving the River Region

Girls on the Run serving the River Region



2017
Sponsorship
Opportunities



“Girls on the Run is not all about running. It is about becoming a team.”

- Coach Erin

We inspire girls to be joyful, healthy and confident using a fun, experience-based curriculum which creatively integrates running.

We envision a world where every girl knows and activates her limitless potential and is free to boldly pursue her dreams.

What We Do

At Girls on the Run we inspire girls to recognize their inner strength and celebrate what makes them one of a kind. Trained coaches lead small teams through our research-based curricula which includes dynamic discussions, activities and running games. Over the course of the ten-week program, girls in 3rd-5th grade develop essential skills to help them navigate their worlds and establish a lifetime appreciation for health and fitness. The program culminates with girls positively impacting their communities through a service project and being physically and emotionally prepared to complete a celebratory 5k event.

Why It Matters

Girls face social pressures and conflicting messages about how they should act and who they should be. Studies show that by adolescence, girls' confidence drops about twice as much as boys'. Friendships become more complicated and challenging, girls' perception of their academic success declines, the likelihood of anxiety and depression increases and participation in physical activity plummets.

It doesn't have to be this way.

We believe that every girl is inherently full of power and potential. By knowing they are the leaders of their lives, these are the girls who will change the world.



Girls on the Run serving the River Region has 11 sites in the area. During the 2016-2017 school year, we served over 315 girls and hosted our 2nd Annual celebratory 5K event. With the help of generous sponsors and donors we were able to provide financial assistance to our program participants who otherwise may not have been able to participate in Girls on the Run.

The Finish Line is just the Beginning

Dream Sponsor - \$5,000

Logo/Name on:

- Program t-shirts fall and spring seasons (over 300)
- Electronic Communication
- Website
- Press Releases
- Social Media (Instagram, Facebook)
- Opportunity for large volunteer presence
- Spring 5k Registration Website
- Spring 5k Promotional materials
- Signage at Spring 5k
- Table/Tent Presence at Spring 5k
- 6 Complimentary Race entries for Spring 5K
- Verbal mention at events

Superstar Sponsor - \$2,500

Logo/Name on:

- Program t-shirts fall and spring season (over 300)
- Electronic Communication
- Website
- Social Media (Instagram, Facebook)
- Signage at Spring 5k
- Table/Tent Presence at the event
- 4 Complimentary Race entries for Spring 5k

Limitless Potential Sponsor - \$1,000

Logo/Name on:

- Program t-shirts fall and spring season (over 300)
- Electronic Communication
- Website
- Social Media (Instagram, Facebook)
- Signage at Spring 5k
- Table/Tent Presence at the event



"Girls On The Run was one of the best programs I have ever participated in, and I am so thankful for everything they taught me, and the things they are continuing to teach for generations to come. We will help shape this world into an even better place, one girl at a time."

- Ellie



Sponsor Benefits

	Dream \$5,000	Superstar \$2,500	Limitless Potential \$1,000
Impact of your Investment	Underwrites 2 scholarship sites serving 32 girls total	Underwrites 1 scholarship site serving 16 girls total	Provides scholarships for 6 girls to participate
Program t-shirts fall and spring	★	★	★
Electronic Communication	★	★	★
Website	★	★	★
Press Releases	★		
Large volunteer opportunity	★		
Social Media	★	★	★
Spring 5k registration website	★		
Spring 5k Promotional materials	★		
Signage at spring 5k	★	★	
Table/Tent Presence at spring 5k	★	★	★
Complimentary Race Entries	6	4	
Verbal mention at events	★		

“Running the 5K is a lot like following your dreams. When you run, you set a pace and press on. When pursuing your dreams...you must accomplish goals along the way to reach your dreams. Never give up.”

—Shaylee, 5th grade GOTR Girl



Invest in a Girl Change the World

I would like to support Girls on the Run serving the River Region as a **sponsor**.

- ☐ Dream Sponsor - \$5,000
- ☐ Superstar Sponsor - \$2,500
- ☐ Limitless Potential - \$1,000

I would like to make a **one-time gift** to Girls on the Run serving the River Region.

- ☐ \$2500 sponsors one team for one season including shoes and 5k registrations
- ☐ \$480 purchases running shoes for an entire team
- ☐ \$150 provides a scholarship for one girl to participate for one season
- ☐ \$30 purchases one pair of running shoes for a girl in need

Payment Method

☐ My **CHECK** is made payable to Girls on the Run serving the River Region

☐ Please bill my **CREDIT CARD**

(circle one) **Visa** **Mastercard** **Discover** **American Express**

Account Number: _____ Exp Date: _____

Signature: _____ CVV Code: _____

Printed Name on Card: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

Please complete this form and return to:

Maggie Brooks:

You may submit the form via **email**: maggiebrooks@girlsontherun.org

Or **mail**: 783 Felder Avenue, Montgomery, AL 36106

www.girlsontherunriverregion.org

Additional Opportunities

Employee Engagement Opportunities:

- **Motivate Girls at the 5k:** Host a cheer team or water station at a 5k
- **Coach a Team:** Coaches are the heart of our program! Lead and assistant coaches are needed at teams across the River Region. Training is provided.
- **Become a SoleMate:** SoleMates are men and women who enjoy pursuing individual goals, such as completing an endurance event, while raising money for Girls on the Run serving the River Region. Register Today at www.girlsontherunriverregion.org
- **Customized Group Opportunities:** We can work with you to design a special group service day.

Company Matching: Companies often will match employee's donations to GOTR or donate money for employee volunteer time with GOTR.

Board Positions: Individuals wanting to share their leadership, time and talents with Girls on the Run can apply for positions on the Board of Directors. Application period for 2018 is January – April 2018.

Discount and Sampling Opportunities:

Businesses can offer a corporate discount or coupons to promote business and drive traffic. Offer can be sent to our participants' families, coaches and other volunteers via email or social media. **This opportunity can only be combined with sponsorship.*



Learn More

**Girls on the Run
serving the River
Region**

www.girlsontherunriverregion.org

(334) 220-9157

Council Director

Jenny Roth

jennifer.roth@girlsontherun.org

Program Director

Maggie Brooks

maggie.brooks@girlsontherun.org



MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 75

BUDGET FORM 5

JUL 19 2016

DEPARTMENT:	County Comm Appropri	REVIEWED: S. Thomas	7/19/2016
DATE:	7/19/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED: <i>[Signature]</i>	7/15/16
Elected Official/Dept. Head		Administrator	Date

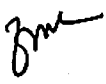
ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Girls on the Run	001-58100.498	0	15,000	15,000
Donation Revenue	001-40000.47701	(434,700)	(15,000)	(449,700)
TOTAL		(434,700)	0	(434,700)

JUSTIFICATION:
 To provide funding for Girls on the Run serving the River Region for program support.

June 15, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Vehicle Maintenance Shop Bid Award

Per the recommendation of Architect Barry Robinson, I request that the contract for construction of a vehicle maintenance shop on Terminal Road be awarded to the low bidder Central Contracting, Inc., with a base bid of \$1,605,000 plus unit pricing of \$25.00 per cubic yard for undercut and replacement of existing fill soil and \$9.00 per square yard for geotextile stabilization fabric.

I request that award of the bid to Central Contracting, Inc., and related contracts be placed on the next agenda.

Attachment

Robinson and Associates Architecture, Inc.



906 South Perry Street
Montgomery, AL 36104
(334) 269-5590
(334) 269-0556 Fax

AIA # 30146597
NCARB # 50419

Licensed In:
Alabama # 4672
Florida # 16588
Georgia # 9606
Mississippi # 3247

June 8, 2017

Lamar Allen, Director General Services
Montgomery County Commission
Via: Hand Deliver

RE: Montgomery County Commission Sheriff Maintenance Shop-Montgomery, Alabama
(Recommendation Letter) -R&AA Project # 16-001

Mr. Allen,

We have reviewed the proposed bid by Central Contracting Inc. and recommend that their bid be accepted for the work required as delineated in the construction documents for the above captioned project. I have reviewed the project budget and recommend the following resources be allocated for construction.

\$ 1,605,000.00(Base Bid)
\$ 27,800.00 ADD ALTERNATE #1(optional)
\$25.00/ Cubic yard (Undercut and replacement of existing fill soil-Unit price)
\$9.00/ Square yard (Geotextile Stabilization Fabric-Unit price)

We ask that you immediately issue a letter of award to Central Contracting, Inc. and cc me. This will release the contractor and Robinson & Associates to start the contract process.

Please do not hesitate to contact me should you have any questions, comments or desire to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read "Wm. Barry Robinson", is written over the word "Sincerely,".

Wm. Barry Robinson, AIA
Robinson and Associates Architecture, Inc.

17-3

CERTIFIED TABULATION OF BIDS

PROJECT: MONTGOMERY COUNTY COMMISSION
SHERIFF MAINTENANCE SHOP
Montgomery, Alabama

RAA PROJECT No. 16-001

AS TABULATED BELOW, BIDS WERE RECEIVED:
DATE: JUNE 8, 2017 TIME 2:00 PM
PLACE: Montgomery County Commission
101 South Lawrence Street, Montgomery, AL 36104

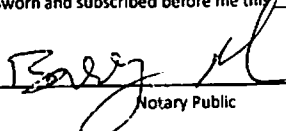
CONTRACTOR	LICENSE NO.	SURETY	BASE BID	ADD ALT #1	UNIT PRICES	REMARKS
Bullard-Cook, Inc. John Bullard 624 South Perry Street Montgomery, AL 36104 (334)356-4271 bids@bullardcook.com						DID NOT SUBMIT BID
Central Contracting, Inc. Ryan McGraw 205 Jeanett Barrett Blvd Wetumpka, AL 36092 (334)567-2400 ryan@centralcontractinginc.com	15592	Fidelity and Deposit Company of Maryland	\$1,605,000.00	\$27,800.00	\$25.00 C.Y. \$9.00 S.Y.	
CRL-Lovelady Construction, LLC Fran L. Bruner 890 Ravenwood Drive Selma, AL 36701 (334)418-8187 fran@crllovelady.com	41819	Hartford Fire Insurance Company	\$1,714,000.00	\$23,000.00	\$22.00 C.Y. \$7.70 S.Y.	Deduct from Base Bid -\$30,000.00
Construction One, Inc. John Palmer 1702 Forest Avenue Montgomery, AL 36106 (334)834-7180 jrpalmer@charter.net	11539	Travelers Casualty and Surety Company of America	\$1,622,277.00	\$28,764.00	\$25.00 C.Y. \$10.00 S.Y.	

17-4

CONTRACTOR	LICENSE NO.	SURETY	BASE BID	ADD ALT #1	UNIT PRICES	REMARKS
Frasier-Ousley Construction David Ousley 1105 Singleton Drive Selma, AL 36701 (334)872-3496 dousley@frasier-ousley.com	9207	The Ohio Casualty Insurance Company	\$1,688,400.00	\$26,500.00	\$22.00 C.Y. \$8.00 S.Y.	
Holley Henley Builders, Inc. Hoyt Henley P.O. Drawer 210097 Montgomery, AL 36121 (334)272-2988 hoyt@holleyhenley.com	8465	FCCI Insurance Company	\$1,684,000.00	\$39,380.00	\$20.00 C.Y. \$5.00 S.Y.	
Steve Odom Construction, Inc. Randy Odom 388 Bozie Road Deatsville, AL 36022 (334)361-8035 krodom86@gmail.com	21135	United Fire & Casualty Company	\$1,661,000.00	\$26,000.00	\$22.00 C.Y. \$9.00 S.Y.	
Wyatt Sasser Construction Timmy Walker 28007 Babbie Road Andalusia, AL 36421 (334)493-4348 timmywalker87@gmail.com	48893	U.S. Specialty Insurance Company	\$1,674,000.00	\$11,000.00	\$25.00 C.Y. \$9.00 S.Y.	

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

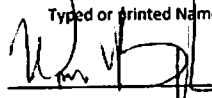
Sworn and subscribed before me this 8th day of June 2017



Notary Public

By: ROBINSON & ASSOCIATES ARCHITECTURE, INC.

Typed or printed Name and title of Architect or Engineer



Signature

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
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

June 14, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Dan Harris, Jr.
Commissioner

SUBJECT: Request to Move Commission Meeting in September

Last year, I had a conflict in attending the second scheduled County Commission meeting in September and the Commission agreed to reschedule the meeting to September 12, 2016. In looking at my calendar, I will again have a conflict relative to attending the second meeting in September, which is scheduled for Monday, September 18, 2017.

I am requesting that this meeting be rescheduled to Monday, September 25, 2017. In looking at the October meeting schedule, I noticed that there are five Mondays in that month, resulting in a three-week break between the Commission meetings on October 16th and November 6th.

I would like the County Commission to consider moving the October 2nd meeting to October 9th and the October 16th meeting to October 23rd. If this is implemented, we will have our meetings two weeks apart.

I would like to discuss this request during Monday's Commission meeting.

DH/tn



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

RE: Brassell Cemetery, Montgomery, Montgomery County, Alabama

Dear Commissioners:

The Alabama Historical Commission is pleased to inform you that the above referenced cemetery has been added to the Alabama Historic Cemetery Register.

The Alabama Historic Cemetery Register is a prestigious listing of historic cemeteries in Alabama. The Alabama Historical Commission considers historic cemeteries particularly worthy of preservation and appreciation, and therefore deserving of this special recognition. Listing on the register is an honorary designation.

For your information, there are now 23 cemeteries in Montgomery County listed on the Alabama Historic Cemetery Register, which features 768 cemeteries statewide.

For additional information on the other programs offered by the Alabama Historical Commission, please contact me or visit our website at www.ahc.alabama.gov.

The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

Hannah Garmon
Architectural Survey & Cemetery Program Coordinator
334.230.2644
Hannah.Garmon@ahc.alabama.gov

June 19, 2017

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>Rebid Date</u>
<u>JULY</u>						
	52200-14B-008	Inmate Phone System	Detention Facility	Legacy		July 21, 2017
<u>AUG</u>						
	51100-13B-024	Pest Control Services	County Commission	Knox Pest Control	Aug, 2017	Aug 31, 2019
	51965-14B-014	Internet Services	Information Systems	TW Telecom of Alabama		Aug 31, 2017
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2017	July 31, 2019
<u>SEPT</u>						
	51901-14B-022	Preventive Maintenance	Support Service	Climate Services		Sept 14, 2017
	52110-13B-027	Oil Service & Tire	Sheriff's Office	Stivers Ford	Sept 30, 2017	Sept 30, 2019
	52601-16P-001	Manage and Operate Community Based Adolescent Alternative Program	Youth Facility	The Bridge, Inc.	Sept 30, 2016	
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC	Sept 7, 2018	Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast	Sept 30, 2017	Sept 30, 2019