



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, December 31, 2019, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Leon Bell, Jr., St. Joseph Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

December 17, 2019

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Stephen Jones, Mobile Area Association of Realtors, for a waiver of the Noise Ordinance at 351 St. Francis Street on December 31, 2019, from 9:00 p.m.-1:00 a.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 1624 Springhill Avenue (north side of Springhill Avenue, 100' + east of USA Children's & Women's Parkway) from R-1 to B-2 (District 2).

Public hearing to consider terminating all City services within the Police Jurisdiction.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Joseph Seymour Jones

Reggie Hill

Joaquin Holloway

12. ORDINANCES HELD OVER

28-042 Ordinance to establish a Blue Ribbon Affordable Housing and Neighborhood Revitalization Commission of the City of Mobile (sponsored by Councilmembers Manzie, Richardson and Small).

88-044 Ordinance deeming a 60x60 parcel within Lot 2 of NOAA Subdivision not now needed for public or municipal purposes and authorizing the transfer to the Mobile County Emergency Management Agency (sponsored by Mayor Stimpson) (submitted by Carleen Stout Clark & Michelle Melton, Real Estate).

13. CONSENT RESOLUTIONS HELD OVER

40-976 Declare the structure at 2757 Pages Lane a public nuisance and order it demolished (sponsored by Councilmember Richardson).

37-1060 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) license for Spring Hill Food Mart, 1507 Springhill Avenue, Suite A (sponsored by Councilmember Manzie).

21-1140 Authorize contract with Hunter Security, Inc. for Fire Alarm Installations at Tardy Cottage, Quigley House, Oakleigh House and Richards D.A.R. House, \$53,566.00 (sponsored by Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

60-1147 Authorize Letter of Support to the U. S. Department of Transportation for the grant application of the Southern Railroad Commission to restore passenger rail service (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

14. RESOLUTIONS HELD OVER

08-1141 Approve purchase order for 100 Drivecam Enterprise and Fleet annual license subscriptions, \$39,788.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-1142 Approve purchase order for law enforcement software annual license subscription, \$42,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-1143 Allocate \$1,980,000 of unallocated funds in the Convention Center Fund for Convention Center repairs/maintenance projects (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

15. ORDINANCES BEING INTRODUCED

02-045 Ordinance to terminate all City services within the Police Jurisdiction; to repeal certain business license taxes and to provide for an orderly transition (sponsored by Councilmember Daves).

64-046 Rezone property located at 1624 Springhill Avenue (north side of Springhill Avenue, 100' + east of USA Children's & Women's Parkway) from R-1 to B-2 (District 2).

16. CONSENT RESOLUTIONS BEING INTRODUCED

01-1148 Authorize "Limitation of Use of City of Mobile Owned Properties known as Tricentennial Park" to close out certain reimbursable grant agreement with ADECA - LWCF 15-LW-1014 (sponsored by Councilmembers Richardson and Manzie and Mayor Stimpson) (submitted by Michelle Melton, Real Estate Asset Management).

03-1149 Re-appoint Greg Reynolds to the History Museum of Mobile Board (sponsored by Councilmember Williams) (submitted by Lisa C. Lambert, City Clerk).

08-1150 Approve issuance of Fuel Purchase Order, \$15,024.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-1151 Re-allocate funds from Capital Priority Projects #D0017/District 5 Capital to the CIP 2020 Resurfacing Project #RSF20 (Fund 2000) (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Department).

09-1152 Determine contribution to the Village of Springhill serves a public purpose and approve payment, \$15,000.00 (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Department).

09-1153 Determine contribution to the Maitre Dolphins Youth Sports serves a public purpose and approve payment, \$4,000 (D2 \$1,500; D3 \$1,500; D5 \$1,000) (sponsored by Councilmemberse Manzie, Small and Daves) (submitted by Rebecca Christian, Accounting Department).

31-1154 Authorize grant application to the Mobile Kennel Club for the MPD K-9 Unit, \$2,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Battiste, MPD).

37-1155 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On/Off Premises) for Aroy Thai Cuisine, 966 Government Street (sponsored by Councilmember Manzie).

37-1156 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor license for Celebrity Lounge, 1441 Navco Road (sponsored by

Councilmember Williams).

60-1167 Resolution in support of continued aerospace manufacturing growth in Mobile and to urge the President to continue not applying tariffs on imported aerospace components and assemblies from Europe (sponsored by Mayor Stimpson & the Mobile City Council).

17. CIP RESOLUTIONS BEING INTRODUCED

21-1157 Authorize contract with Neel-Schaffer, Inc., for Trinity Gardens Area 2018 Street and Drainage Improvements-Construction Inspection (Warsaw Ave.) (D1, #25) \$33,000.00 (sponsored by Councilmember Richardson and Mayor Stimpson) (submitted by Nick Amberger, Engineering Department)

21-1158 Authorize contract with J Hunt Enterprises General Contractors LLC for Site Amenities Improvements at Trimmier Park; \$185,000.00; PR-070-18 (C0304, 20002000-48010; 2018 CIP ID #217-221 D3); (sponsored by Councilmember Small & Mayor Stimpson); (submitted by Kimberly Harden, Architectural Engineering Dept)

21-1159 Authorize contract with J Hunt Enterprises General Contractors LLC for Site Amenities Improvements at Baumhauer-Randle Park; \$187,000.00; PR-069-18 (C0459, 20002000-48010; 2018 CIP ID #217-221 D3); (sponsored by Councilmember Small & Mayor Stimpson); (submitted by Kimberly Harden, Architectural Engineering Dept)

18. RESOLUTIONS BEING INTRODUCED

08-1160 Approve purchase order for 2 rough mowers, \$33,195.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-1161 Approve purchase order for the purchase of RecDesk Recreation Management Software, \$16,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-1162 Approve purchase order for Tandem Axle Dump Truck for the Motor Pool, \$134,585.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-1163 Approve Item Based Bids for Tennis Court Repair & Communications Headsets (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-1164 Appropriate \$1,749,124.82 from the Municipal Government Capital (AL Mun. Trust) 2019 for various capital projects (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Finance/Capital Department).

09-1165 Reallocate \$95,500.00 from Capital Project #C0007, City's Share-Economic Development Incentive to Priority Projects, District 1-7 &

Miscellaneous Fee Waivers (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Finance/Capital Department).

21-1166 Authorize contract with Republic Services of Mobile for Downtown Garbage Compactor Service, NTE \$50,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Peavy, Public Services).

19. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/23/2019 -
8:50 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/23/2019 -
10:27 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/17/2019 -
2:39 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/21/2019 -
1:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/30/2019 -
11:05 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/26/2019 -
1:36 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/26/2019 -
2:16 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

12/26/2019 -
2:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/26/2019 -
10:05 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Carleen Stout Clark, Real Estate Officer
Michelle Melton, Deputy Director, REAM

Sponsored by:

William S. Stimpson, Mayor of Mobile
Gina Gregory, Council Member

Purpose and Scope of Project:

Authorize the Transfer of 60x60 parcel within Lot 2 of NOAA Subdivision to Mobile County

Amount of Contract:

N/A

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	12/6/2019
Memorandum of Agreement	Exhibit	12/6/2019
Routing Form	Exhibit	12/6/2019

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Melton, Michelle	Approved	12/9/2019 - 10:40 AM
Legal Hill, Ashton	Approved	12/9/2019 - 9:46 AM

Mayors
Office

Wesch, Paul

Approved

12/9/2019 -
12:58 PM

**AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF**

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be transferred to the Mobile County Emergency Management Agency.

SEE ATTACHED EXHIBIT "A"

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Memorandum of Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Real Estate Officer of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

City Clerk

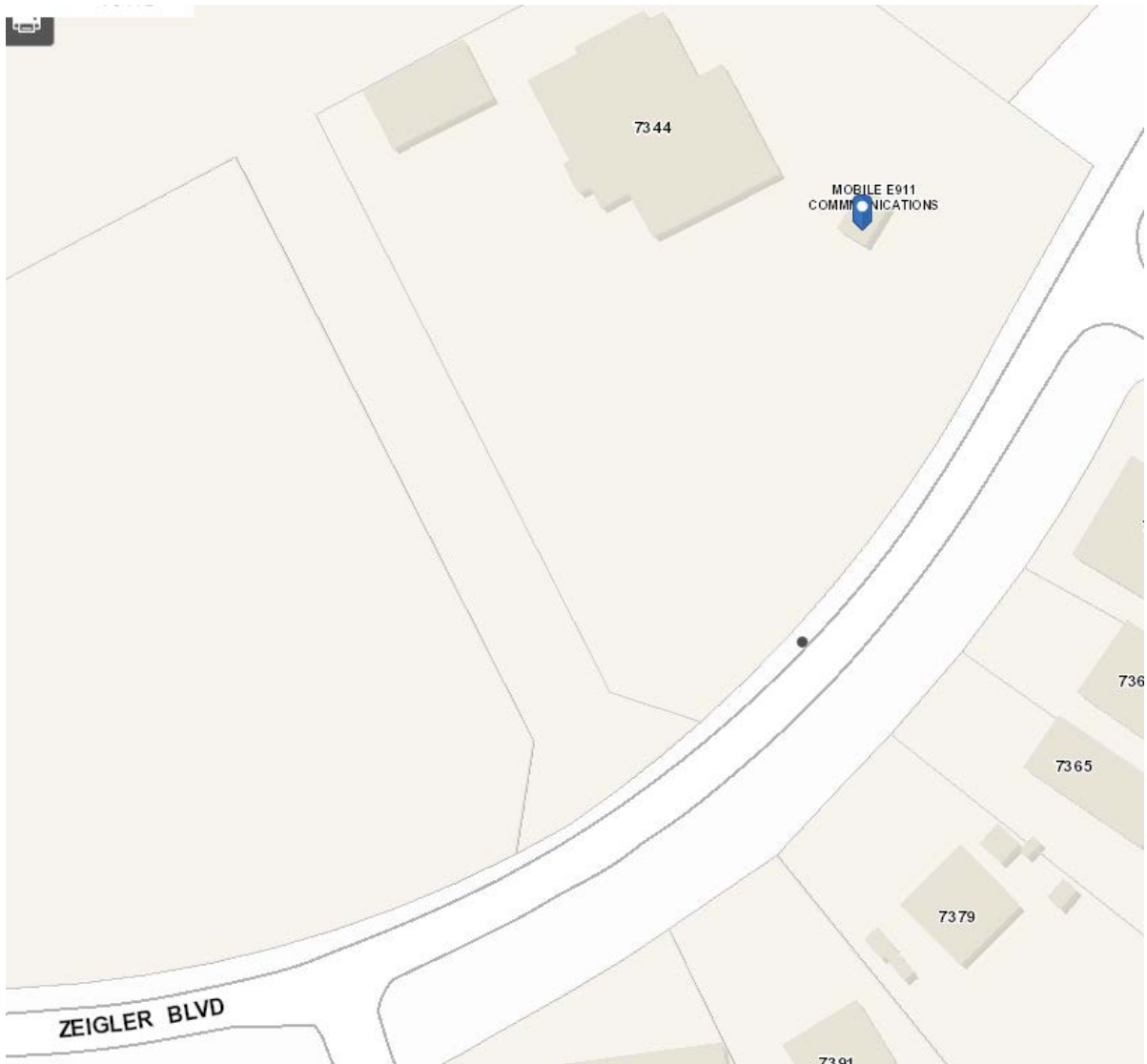
EXHIBIT A

LEGAL DESCRIPTION:

BEING THE SAME LOT OF LAND RETAINED BY THE CITY OF MOBILE IN THAT CERTAIN STATUTORY WARRANTY DEED FROM THE CITY OF MOBILE TO MOBILE COUNTY EMERGENCY MANAGEMENT AGENCY AS RECORDED IN REAL PROPERTY BOOK 6560, PAGE 1378, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE, COUNTY, ALABAMA, SAID LOT DESCRIBED AS THE TOWER SITE INSIDE FENCE AS DEPICTED ON THE CERTAIN PLAT RECORDED IN MAP BOOK 122, PAGE 25 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE, COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, MOBILE NOAA SUBDIVISION, AS PER PLAT OR MAP THEREOF, RECORDED IN MAP BOOK 122, PAGE 25 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE, COUNTY, ALABAMA, THENCE SOUTH 29° 53' WEST ALONG THE SOUTH LINE OF SAID LOT 2, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF ZEIGLER BOULEVARD, 100' MORE OR LESS, THENCE NORTH 63° WEST 105' MORE OR LESS TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 63° WEST 60' MORE OR LESS, THENCE WITH AN ANGLE TO THE LEFT RUN SOUTHWESTERLY 55' MORE OR LESS, THENCE WITH AN ANGLE TO THE LEFT RUN SOUTHEASTERLY 60' MORE OR LESS, THENCE WITH AN ANGLE TO THE LEFT RUN NORTHEASTERLY 55' TO THE POINT OF BEGINNING.

GRANTOR ALSO CONVEYS ALL RIGHTS OF INGRESS AND EGRESS ACROSS LOT 2, MOBILE NOAA SUBDIVISION, THAT WERE RETAINED IN THE ABOVE REFERENCED REAL PROPERTY BOOK 6560, PAGE 1378.



MEMORANDUM OF AGREEMENT

Among

Mobile County Emergency Management Agency and the City of Mobile

This Memorandum of Agreement ("MOA") made and interested into on the effective date as of the 13th day of November, 2019 by and between Mobile County Emergency Management Agency ("MCEMA") and the City of Mobile ("COM"):

WHEREAS, COM has determined that the hereinbelow described real property which is owned by COM will not be needed for its public use;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereby agree as follows:

1. COM shall quitclaim to MCEMA that certain 60' X 60' lot ("Premises") as further described on Exhibit A attached hereto.
2. MCEMA has conducted any desired inspections and agrees to accept the Premises in AS IS condition.
3. The Memorandum of Agreement shall remain in effect for approximately two (2) months or until COM provides an executed Quitclaim Deed.

Nothing in this MOA shall be construed to require any party to act in a way inconsistent with any law or regulation affecting any parties to the MOA. Any provision of this MOA identified as causing such conflict shall be judged null and void. Other parts of the MOA unaffected by the conflict shall remain in force.

City of Mobile, A Municipal Corporation

Mobile County Emergency
Management Agency

BY: _____

BY: 

ATTEST:

BY: _____

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Ronnie M. Adair, whose name as DIRECTOR of the Mobile County Emergency Management Agency, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said Mobile County Emergency Management Agency, on the day the same bears date.

Given under my hand this 13th day of November, 2019.

Diane F. Murphy
Notary Public

My Commission Expires:



STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that William S. Stimpson, whose name as Mayor of the City of Mobile, and _____, whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Option Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Option Agreement for Sale and Purchase, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

Given under my hand this _____ day of _____, 2019.

Notary Public

My Commission Expires:

“EXHIBIT A”

Being the same lot of land retained by the City of Mobile in that certain Statutory Warranty Deed from the City of Mobile to Mobile County Emergency Management Agency as recorded in Real Property Book 6560, Page 1378, of the Records in the Office of the Judge of Probate of Mobile, County, Alabama, said lot described as the tower site inside fence as depicted on the certain plat recorded in Map Book 122, page 25 of the Records in the Office of the Judge of Probate of Mobile, County, Alabama, and more particularly described as follows.

Beginning at the Northeast corner of Lot 2, Mobile NOAA Subdivision, as per plat or map thereof, recorded in Map Book 122, Page 25 of the Records in the Office of the Judge of Probate of Mobile, County, Alabama, Thence South $29^{\circ} 53'$ West along the South Line of said Lot 2, also being the North Right-of-Way line of Zeigler Boulevard, 100' more or less, Thence North 63° West 105' more or less to the Point of Beginning, Thence continue North 63° West 60' more or less, Thence with an angle to the left run Southwesterly 55' more or less, Thence with an angle to the left run Southeasterly 60' more or less, Thence with an angle to the left run Northeasterly 55' to the Point of Beginning.

Grantor also conveys all rights of ingress and egress across Lot 2, Mobile NOAA Subdivision, that were retained in the above referenced Real Property Book 6560, Page 1378.

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

- I. Property Address: 7344 Zeigler Blvd Mobile, AL 36608
- City Council District and Zoning: District 7 and B-3 Community Business
- Sale or Lease: Transfer of Deed to Mobile County EMA
- II. Acquisitions by City:
- How COM purchased 16.73 acres on Vendor's Lien. Was divided into parcels and EMA built their facility in the 1990s, COM reserved a 60'x60' piece of land in front of the EMA building for a 911 communications tower.
 - When COM purchased the 16.73 acres in 1989 . REAM is also facilitating the sell of the adjacent parcel to EMA for \$291k, which was approved 11/14/19 agenda.
 - Special Circumstances (if applicable) Real Estate recommends transferring ownership of this tower by Quit Claim Deed for \$0.00 in exchange for the County removing and disposing of the tower.
- III. Why Sale/Lease recommended: COM discontinued use of tower and it is no longer operational. Scott Kearney, Chief Technology Officer, signed off on it no longer being needed for COM use in September 2019.

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: 7344 Zeigler Blvd Mobile, AL 36608
City Council District and Zoning: District 7 and B-3 Community Business
Sale or Lease: Transfer ownership by Quit Claim Deed
Buyer or Lessee: Mobile County Emergency Management Agency
- II. Date of City Council Resolution Assenting to Sale or Lease: _____
- III. Advertisements:
• Dates: NONE – EMA completely surrounds the 60'x60' parcel
• Methods: City Website For Sale sign posted
Listed with brokers Other (explain)

- III. Lease (if applicable)
• Term NONE
• Rent _____
• Options to renew _____
- IV. Method of Sale:
Sale by Realtor Request for Proposals
Request for Bids Negotiation
Exchange (explain, including Party, Property) _____
XX Adjacent Property Owner / Sidelot
Sale for Less than Fair Market Value: XX Public Purpose (see V below)
Other (explain) _____

- IV. Fair Market Value: NONE
How Determined: MAI Appraisal; Date of Appraisal _____
Appraisal ordered by: ☐ CITY or ☐ PURCHASER
Tax Assessor; _____
Broker's Letter of Value
Other; _____
- V. Sale/Lease for Public Purpose identified:
XX Non-profit (name & purpose) Mobile County Emergency
Management Agency

Public Entity (name & purpose) _____

- VI. If, side lot – Notice given to adjacent property owners: XX Yes No
If yes, date of notice: Sept 2019
Competing offers: Yes; (Explain) _____
XX No



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/30/2019

Funding Source

Project # 2757 Pages Lane - ME-149-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	10/23/2019 - 2:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/12/2019 -
1:34 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Various Councilmembers and Mayor Stimpson

Purpose and Scope of Project:

Fire Alarm installations at Tardy Cottage, Quigley House, Oakleigh House and Richards D.A.R. House

Amount of Contract:

\$53,566.00

Funding Source

Project # Various City of Mobile Historic Facilities - **Discretionary Funds**
Fire Alarm Installation, HI-262-17

Project String 20002000-48010 **Contract Number:**2568

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	12/11/2019 - 6:09 PM
Capital	McMillan, Marilyn	Approved	12/12/2019 - 10:40 AM
Legal	Hill, Ashton	Approved	12/12/2019 - 10:09 AM
Mayors Office	Wesch, Paul	Approved	12/12/2019 - 1:45 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/17/2019 - 10:00 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Lytx Inc.

Amount of Contract:

\$39,788.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20191212-1 Agenda Package POs	Cover Memo	12/12/2019

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/12/2019 - 1:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2034</u>	2020	(2050) EQUIPMENT SERVICES	100 DRIVECAM ENTERPRISE AND FLEET TRACKING ANNUAL LICENSE SUBSCRIPTIONS (GSA CONTRACT)	\$39,788.00	(291836) LYTX INC

Adopted:

City Clerk

=====	=====
Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00002034-00 FY 2020 Acct No: 7000.40.20.0000.0000.0000.0000.42110. Review: Buyer: Status: Approved
	Page 1
=====	=====

Vendor
LYTX INC
9785 TOWNE CENTRE DR

SAN DIEGO, CA 92121

Tel#815-382-5168
Fax 858-430-4001

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
SEAN.CLARK@CITYOFMOBILE.ORG

Delivery Reference
SEAN CLARK

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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11/08/19	291836				EQUIPMENT SERVICES
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LN Description / Account	Qty	Unit Price	Net Price
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General Notes

CUSTOMER #100291 CITY OF MOBILE

SUBSCRIPTION #9200-2011-11-01

PURCHASE AS PER GSA CONTRACT # GS-35F-0623S, SIN 132-52,
LINE 7 ITEM #GSA-TIER2-MS-A.

001 DC ENTERPRISE, STD PURCHASE - BILL ANNUALLY	100.00 EACH	290.00000	29000.00
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1 7000.40.20.0000.0000.0000.0000.42110.			29000.00
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Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
SEAN CLARK

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

002 FLEET TRACKING - BILL ANNUALLY	100.00 EACH	107.88000	10788.00
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Additional Description Notes

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00002034-00 FY 2020 Acct No: 7000.40.20.0000.0000.0000.0000.42110. Review: Buyer: Status: Approved	Page 2
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Vendor LYTX INC 9785 TOWNE CENTRE DR SAN DIEGO, CA 92121 Tel#815-382-5168 Fax 858-430-4001	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference SEAN CLARK Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/08/19	291836				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	SUBSCRIPTION 92000_2017-11-01 INVOICE #5232791			
1	7000.40.20.0000.0000.0000.0000.45050.			10788.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference SEAN CLARK Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 39788.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.0000.0000.42110.		
MOTOR POOL EXP	29000.00	94213.82
DUES & SUBSCRIPTION		
7000.40.20.0000.0000.0000.0000.45050.		
MOTOR POOL EXP	10788.00	2798315.24
REPAIR PARTS		

***** Approval/Conversion Info *****

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00002034-00 FY 2020 Acct No: 7000.40.20.0000.0000.0000.0000.42110. Review: Buyer: Status: Approved
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Page 3

Vendor LYTX INC 9785 TOWNE CENTRE DR SAN DIEGO, CA 92121 Tel#815-382-5168 Fax 858-430-4001	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference SEAN CLARK Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/08/19	291836				EQUIPMENT SERVICES

LN	Description / Account	Activity	Date	Clerk	Qty Comment	Unit Price	Net Price
	Approved	11/11/19		DIANE MCCARTY			
	Approved	12/10/19		DONALD ROSE	Auto approved by: 9105paij		
	Approved	12/10/19		BOBBY IRBY	Auto approved by: 9105paij		
	Approved	12/10/19		JOHN PAINE			

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for Issuance of Purchase Order for law enforcement software.

Amount of Contract:

\$42,400.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/12/2019 - 1:46 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Relya G. Mallory,
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

Allocate \$1,980,000.00 of Convention Center Funds to several Convention Center Repairs/Maintenance Projects. (Please see attached)

Funding Source

Project # Various New Convention Center Repair
Projects (See attached)

Discretionary Funds

Project String 6080.6080

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	12/10/2019 - 12:38 PM
Capital	Mallory, Relya	Approved	12/10/2019 - 12:38 PM
Mayors Office	Wesch, Paul	Approved	12/10/2019 - 1:48 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/19/2019 -
9:20 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/21/2019 -
1:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Michelle Melton, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson, Councilmember Frederick Richardson, Jr., and Councilmember Levon Manzie

Purpose and Scope of Project:

Executing necessary instrument that will close out ADECA LWCF Grant 15-LW-1014 by referencing the grant's limitation of use language for those City of Mobile owned properties known as "Tricentennial Park."

Amount of Contract:

\$386,525.00

Effective Date of Contract:

4/11/2017

Funding Source

Project # Three Mile Creek Biking and Walking Trail, ADECA - LWCF 15-LW-1014 **Discretionary Funds**

Project String ADECA - LWCF 15-LW-1014 **Contract Number:**

Budget Amendment REDUCE INCREASE

Grant Funds \$386,525.00 **Matching Funds** \$386,525.00

ATTACHMENTS:

Description	Type	Upload Date
Cover Sheet	Cover Memo	12/23/2019
Consent Resolution	Resolution Letter	12/23/2019
Resolution 31-205-2017	Backup Material	12/23/2019

REVIEWERS:

Department	Reviewer	Action	Date
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Real Estate
Asset
Management

Christensen, Brad

Approved

12/23/2019 -
4:11 PM

Legal

Hill, Ashton

Approved

12/26/2019 -
8:44 AM

Mayors
Office

Wesch, Paul

Approved

12/26/2019 -
2:50 PM

ROUTING FORM FOR CONTRACTS

NAME OF CONTRACT Three Mile Creek Biking and Walking Trail
AD-CA ~ RWCF 15-LW-1014

SIGNATURE

DATE

DEPARTMENT HEAD (1) _____

EXECUTIVE DIRECTOR _____

BUDGET/ACCOUNTING (2)
Grants Team (Sign routing stamp on contract also) _____

LEGAL DEPARTMENT
(Sign routing stamp on contract also) _____

MAYOR'S OFFICE _____

CITY CLERK'S OFFICE for Council action or Mayor's signature _____

COUNCIL ATTORNEY (3) (if Council action is required) _____

- (1) Route 3 copies for non-capital contracts
Route 4 copies for capital contracts
- (2) Budget approves non-capital contracts
Accounting approves capital & grant contracts
- (3) Sign a separate copy to the Council
Attorney for information purposes only, prior to Council action.
No sign off is required. Therefore, keep Routing Form with original contracts.
- (4) Applications for grants require the use of the Routing Form for Grant Applications.

R E S O L U T I O N

Sponsored by: Mayor Stimpson, Councilmember Fredrick Richardson, Jr., and
Councilmember Levon Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the instrument titled “Limitation of Use of City of Mobile Owned Properties known as Tricentennial Park” in order to close out that certain reimbursable grant agreement with Alabama Department of Economic and 31-205-2017 on April 11, 2017. Said instrument is attached hereto and made a part hereof as though set forth in full. A copy is on file in the office of the City Clerk.

Adopted: _____

City Clerk

31-205

2017

RESOLUTION

Sponsored by: Mayor William S. Stimpson Councilmember Richardson
Councilmember Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk OF THE City of Mobile are hereby authorized: to accept a grant award in the amount of **Three Hundred and Eighty-Six Thousand Five Hundred and Twenty-Five Dollars (\$386,525.00)**, from Alabama Department of Economic and Community Affairs (ADECA); to undertake the ~~Three Mile Creek Biking and Walking Trail~~ to execute and attest, respectively, the grant agreement attached hereto and incorporated as though fully set out herein; and to execute and attest, respectively, such other agreements, amendments, and take such other actions as necessary and appropriate to satisfy the requirements of the grant. The City further commits to support **Three Mile Creek Biking and Walking Trail** by contributing the required matching share in the amount of **Three Hundred and Eighty-Six Thousand Five Hundred and Twenty-Five Dollars (\$386,525.00)**, representing 50% of the total project cost. A copy of said grant agreement is on file in the office of the City Clerk.

ADOPTED: 04 - 11 - 17


CITY CLERK

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

AGREEMENT NO. **15-LW-1014**

AGREEMENT

THIS AGREEMENT is effective as of this **19th** day of **December, 2016**, by and between the **City of Mobile** (herein called "Subrecipient") and the Alabama Department of Economic and Community Affairs (herein called "ADECA" and "Pass-through Entity").

Subrecipient's Name: City of Mobile

Subrecipient's DUNS Number: 010396687

Federal Award Identification Number ("FAIN"): P16AP00426

Federal Award Date: September 30, 2016

Subaward Period of Performance Start Date and End Date: December 19, 2016 through
December 31, 2018

Amount of Federal Funds Obligated by this Agreement: \$386,525.00

Total Amount of Federal Funds Obligated to Subrecipient: \$386,525.00

Total Amount of Federal Award: \$386,525.00

Total Project: \$773,050.00 **Subrecipient Amount:** \$386,525.00

ADECA Percentage: 50% **Subrecipient Percentage:** 50%

Federal Award Project Description: Construct a 1.7 mile multi-use trail segment on the north side of Three Mile Creek from Pecan Street to West Ridge Road and install fitness circuit/paracourse, lighting, benches, and educational/interpretive signage along the trail.

Name of Federal Awarding Agency: U. S. Department of the Interior

Pass-through Entity: Alabama Department of Economic and Community Affairs
(ADECA)

Contact Information for Pass-through Entity's Official: Jim Byard, Jr., ADECA
Director/State Liaison Officer

Identification of Whether Subaward is Research and Development: No

Indirect Cost Rate for Federal Award: 0%

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be

financed or partially financed through the Federal Assistance authorized under the State's Land and Water Conservation Fund (LWCF) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's LWCF Program administered by ADECA, under LWCF Project Number **15-LW-1014** made to the Subrecipient from the federal award (FAIN **P16AP00426**) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Public Law 88-578 as Amended. The funding agency is the U.S. Department of the Interior, National Park Service. The award of funds is made under the title of Outdoor Recreation_Acquisition, Development and Planning, Land and Water Conservation Fund Grants. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or the U.S Department of the Interior, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Award and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the U.S. Department of the Interior LWCF Program Regulations published at 36 CFR Part 59, and State Policies; (4) the *Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 69*, and by extension the *ADECA Recreational Programs Administrative Manual*; and (5) the following General Terms and Conditions:

A. DEFINITIONS

Except to the extent modified or supplemented by this Agreement, any term defined in the Land and Water Conservation Fund Act of 1965, as amended, 16 USC 4601-4 to 4601-11, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.
2. "Applicant" means the entity designated as such in the Letter of Award and herein as the Subrecipient.
3. "Application" means the Subrecipient's Application for Federal Assistance that has been approved by ADECA and designated as such per the Letter of Award.

4. "Certifications" means the certifications submitted with the grant application and the certifications listed in the Letter of Award.
5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.
6. "Federal Award" means the Federal grant awarded from the Federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN **P16AP00426**.
7. "Manual" means the Land and Water Conservation Fund State Assistance Program Manual.
8. "Schedule" means ADECA's Recreation Programs Local Implementation Schedule form that is completed and signed by the Subrecipient's authorizing official and submitted to ADECA as part of the Subrecipient's response to the Letter of Conditional Commitment, and that sets forth the proposed start dates and completion dates for the work activities and administrative services described on that form. The Local Program Implementation Schedule may be amended from time to time throughout the period of this Agreement, as requested by the Subrecipient and as approved by ADECA.
9. "Program" means the Land and Water Conservation Fund (LWCF) Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.
10. "State" means the State of Alabama.
11. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Award.
12. "Second-tier subrecipient" means each entity with which the Subrecipient contracts for work to be performed or services to be provided as set out in the scope of services.

B. SCOPE OF SERVICES

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application submitted for Federal Assistance under this LWCF project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA, and shall be as described in the Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

4. The Subrecipient agrees to accept responsibility for ensuring compliance by second-tier subrecipient entities to which it makes funding assistance hereunder available.

C. CHANGES

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the LWCF project under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F. herein this Agreement without a formal amendment to this Agreement.

D. PERSONNEL

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

E. TIME OF PERFORMANCE

The Subrecipient shall commence performance of this Agreement on **December 19, 2016**. The full Grant amount shall be expended by **December 31, 2018**.

1. ADECA retains the right to rescind all or any part of the Federal Assistance committed by this Agreement and the Letter of Award. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Application, and/or the terms of this Agreement, are not adhered to or are not progressing according to the Schedule and/or this Agreement.

2. The Subrecipient, by execution of this Agreement, certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement substantially in compliance with the Schedule and/or this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

F. METHOD OF PAYMENT

1. ADECA and the Subrecipient have agreed upon a total payment of LWCF funds not to exceed **\$386,525.00**.

2. 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 ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

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

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) LWCF Project Cost Estimate. Payment of funds are subject to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

5. This Agreement, authorized by the State of Alabama on **December 19, 2016**, under the Letter of Award of State LWCF funds for LWCF Project Number **15-LW-1014** is hereby accepted by the Subrecipient.

6. The Subrecipient agrees to comply with, and to accept responsibility for compliance by any private non-profit entity carrying out LWCF grant activity on behalf of the

Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or the U.S. Department of the Interior, now or hereafter in effect, pertaining to the Federal Assistance provided.

7. The Subrecipient must invoice no less than quarterly but may invoice as often as once a month. All invoices must be cleared within sixty (60) days of the close of the Agreement and appropriate back-up data must be furnished with each invoice as detailed in the *ADECA Recreational Programs Administrative Manual* and which is hereby made a part of this Agreement.

8. In addition to the above clauses, the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the terms stated in Section K herein this Agreement.

G. CLOSEOUT PROCEDURES

On or after the completion date stated in the Schedule for the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement, the Subrecipient shall follow the ADECA Community and Economic Development Division's established LWCF Program closeout procedures when closing the LWCF project under this Agreement. The Subrecipient may access ADECA's LWCF Program closeout documents from the ADECA Community and Economic Development Division's LWCF Program staff and on the ADECA website at www.adeca.alabama.gov.

H. RECORD RETENTION

1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) records pertinent to a Federal award (to include the LWCF project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to the U.S. Department of the Interior, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to the U.S. Department of the Interior (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include the U.S. Department of the Interior) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Community and Economic Development Division's LWCF Program record retention requirements applicable to this Federal Award and the LWCF project under this Agreement, the following record retention requirements are applicable:

The Subrecipient is required to keep all financial records, supporting documents, statistical records, and all other records pertinent to this award in accordance

with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period begins from the date of the final expenditure report for the project.

3. When applicable, the Subrecipient, Contractors, Subcontractors and Vendors shall comply with the Alabama Competitive Bid Law (codified at §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 record retention period of at least seven years.

I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 36 CFR Part 59, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review LWCF project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL 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 includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), 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:

1. TERMINATION OF AGREEMENT

(a) 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 grant agreement, whether termination by ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **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 ADECA determines that continuation of the work will serve no useful public purpose, then this Agreement may be terminated by ADECA, 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.

(2) **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 ADECA to the Subrecipient, then ADECA 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.

(b) In the event of termination, either for convenience or for 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 ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

2. HEARING ON APPEAL

(a) The Subrecipient shall have the right to appeal any determination to terminate made by ADECA; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination, and/or has failed to request and receive approval from ADECA for extension of such,

then the Subrecipient shall have no further right of appeal.

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

3. 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 (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the 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.

4. COPELAND "ANTI-KICKBACK" ACT

For all prime construction contracts in excess of \$2,000, the Subrecipient or Contractor shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by U.S. 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 either the Davis-Bacon Act or the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency [U.S. Department of the Interior].

5. 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 Subrecipient or Contractor 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 U.S. 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.

6. 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 ADECA or the 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," ADECA or the 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 Federal awarding agency [U.S. Department of Interior].

7. 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 Subrecipient or Contractor 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. ADECA shall report any suspected or reported violation to the Federal awarding agency [U.S. Department of the Interior] and to the Environmental Protection Agency.

8. ENERGY CONSERVATION

The Subrecipient or Contractor 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.*

9. DEBARMENT AND SUSPENSION

(a) The Subrecipient is prohibited from using any contractor or subcontractor or vendor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

(b) 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 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or any contract or subcontract hereto related, by any federal agency or by ADECA and/or 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 Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement, and that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify ADECA if any subcontractor becomes debarred or suspended, and shall, at ADECA's request, take

all steps required by ADECA to terminate its contractual relationship with that subcontractor for work to be performed under this Agreement.

10. BYRD ANTI-LOBBYING ACT

In the event this contract or grant award is for an amount equal to, or in excess of, \$100,000, the Subrecipient or Contractor 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 up to the non-federal award (ADECA).

The Subrecipient will require that the language of the paragraph above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

11. 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 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 \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; 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 Environmental Protection Agency guidelines.

K. OTHER APPLICABLE FEDERAL AND STATE LAWS

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the following:

1. 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.

2. DRUG-FREE WORKPLACE REQUIREMENTS

In accordance with the 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 (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) 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.

3. TRANSPARENCY ACT

Awards under Federal programs are included under the provisions of Public Law 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, the Subrecipient, Contractors, Subcontractors and Vendors who meet this threshold will be required to furnish this information to the ADECA Community and Economic Development Division which is funding the Subrecipient through this Agreement. Specific reporting processes will be provided by the applicable ADECA Division to the Subrecipient. Active enrollment in the System for Award Management is a condition of payment under Section F herein this Agreement.

4. 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 ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

5. HUMAN TRAFFICKING PROVISIONS

The award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

6. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

As stated in Section 507 of Public Law 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

7. MANDATORY DISCLOSURES

Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to ADECA, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

8. NOT TO CONSTITUTE A DEBT OF THE STATE

It is agreed that the terms, conditions, and commitments contained herein this Agreement 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.

9. 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 this Agreement shall be deemed null and void.

10. IMMUNITY AND DISPUTE RESOLUTION

(a) 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 this 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*.

(b) 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.

11. DISCLAIMER

(a) 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 this Agreement, a contract, a grant, a loan, or by any other means.

(b) 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 or agency, or any other person.

12. ACCESS TO RECORDS

The ADECA Director, 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 the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period, but shall last as long as the applicable records are retained.

13. 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 ADECA thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from ADECA 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 ADECA.

14. CONTINGENCY CLAUSE

(a) It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the LWCF 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.

(b) Payments made by ADECA 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.

15. CONFLICT OF INTEREST

(a) 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: (i) the individual, (ii) any member of the individual's immediate family, (iii) the individual's partner, or (iv) an organization which employs or is about to employ any of the above.

(b) The Subrecipient certifies by signing this Agreement that no person under the Subrecipient's employ or control who presently performs functions, duties, or responsibilities in connection with ADECA 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.

(c) The Subrecipient 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.

16. INDIRECT COST

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.

17. AUDIT REQUIREMENTS

(a) 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.

(b) 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 said Uniform Administrative Requirements.

- (c) 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.

- (d) 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.

18. 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.

19. SUSPENSION OF PAYMENTS

(a) 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.

(b) 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 the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) 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.

20. 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 \$5,000.00.

21. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS

(a) 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*).

(b) 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.

(c) By signing this Agreement, the parties affirm that for the duration of this Agreement 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 this Agreement and shall be responsible for all damages resulting therefrom.

(d) It is the purpose of ADECA to provide to the Subrecipient this Federal Assistance allocated under the LWCF Program in order that the Subrecipient can provide certain work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement.

(e) It shall be the responsibility of the Subrecipient to carry out the performance of the said work activities and administrative services and the terms of this Agreement in a satisfactory and proper manner in accordance with all Federal, State, and local laws.

(f) It shall be the responsibility of the Subrecipient to see that all contracts or subcontracts for the said work activities and administrative services and the terms of this Agreement are executed and performed in accordance with all applicable Federal, State and local laws.

(g) ADECA shall not be liable for the failure on the part of the Subrecipient and/or any Contractor, Subcontractor or Vendor, to perform the said work activities and administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

(h) The Subrecipient agrees that the property described in the project and the signed and dated project boundary map made part of that agreement is being acquired and/or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary of the Interior, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary of the Interior shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to 36 CFR Part 59.3. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary of the Interior, or his designee.

(i) The Subrecipient agrees that the property and facilities described in this Agreement shall be operated and maintained as prescribed by the Manual, and by extension the *ADECA Recreational Programs Administrative Manual* requirements and published post-completion compliance regulations (36 CFR Part 59).

(j) The Subrecipient agrees that prior to the completion of this project, the State and the Director of the National Park Service may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as LWCF reimbursement is provided.

(k) The Subrecipient agrees that in the event the National Park Service provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Subrecipient agrees to notify the State of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with

LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the National Park Service, and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the National Park Service.

(l) The Subrecipient agrees that the benefit to be derived by the United States from the full compliance by the Subrecipient with the terms of this Agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the LWCF Program by way of assistance under the terms of this Agreement. The Subrecipient agrees that payment by the Subrecipient to the State of an amount equal to the amount of assistance extended under this Agreement would be inadequate compensation to the State for any breach by the Subrecipient of this Agreement.

The Subrecipient further agrees, therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request.

(m) The Subrecipient agrees that a permanent record shall be kept in the public property records and available for public inspection to the effect that the property described in the scope of this Agreement, and the signed and dated project boundary map made part of this Agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

(n) The Subrecipient agrees that work on the project will begin within 180 days following the receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence. The Subrecipient must provide a written request for an extension for the 180 day period within the first 120 days following the notification that funds have been approved.

(o) The Subrecipient agrees that facilities will be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and the U.S. Department of the Interior Section 504 Regulations (43 CFR Part 17).

(p) The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as ADECA may require.

(q) The Subrecipient agrees to comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall

assure that the Act has been complied with for property to be developed with assistance under this Agreement.

(r) The Subrecipient agrees to comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990 relating to the protection of wetlands.

(s) The Subrecipient agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(t) The Subrecipient agrees to comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625, 12138, and 12432 as follows:

(1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's business enterprises.

(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority owned business, and women's business enterprises.

(5) Notify ADECA's Office of Minority Business Enterprise of all procurement opportunities to include the purchase of supplies, equipment, construction, and/or services.

(6) Require prime contractors, if subcontracts are to be let, to take the affirmative steps listed in (1) through (5).

(u) Property Standards. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200.

(v) The Subrecipient agrees to comply with the following applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this federally funded project, including:

(1) 43 CFR Part 18, New Restrictions on Lobbying.

(2) FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.

(3) 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS).

(w) The Subrecipient shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the *ADECA Recreational Programs Administrative Manual*.

(x) The Subrecipient acknowledges the intent of the parties hereto that it will use moneys granted hereunder for the purposes of this program, and that assistance granted from the LWCF Program will result in a net increase, commensurate at least with the Federal Cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the LWCF Program will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

(y) In the event the project covered by this Agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the Subrecipient shall bring the project to a point of recreational usefulness agreed upon by ADECA and the National Park Service.

(z) Contracts for construction shall comply with the provisions of Title 39 Code of Alabama, Public Works Law.

(aa) The Subrecipient agrees to comply with all applicable standards, orders, or requirements issued under the Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(bb) The Subrecipient agrees that it possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the Application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the chief elected official to act in

connection with the Application and to provide such additional information as may be required.

22. ENDANGERED SPECIES ACT, SECTION 7

The Subrecipient agrees to consult with the U.S. Fish and Wildlife Service or the National Marine Fisheries Service on any action that may affect endangered or threatened species or candidate species, or that may result in adverse modification of critical habitat. An Environmental Assessment or an Environmental Impact Statement may provide sufficient information to serve as a "biological assessment" for Section 7 purposes. If a separate "biological assessment" is prepared, it must be part of any National Environmental Policies Act document.

23. NATIONAL HISTORIC PRESERVATION ACT, SECTION 106, AS AMENDED

The Subrecipient agrees to comply with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (1) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying ADECA of the existence of any such properties, and by (2) complying with all requirements established by the U.S. Department of Interior to avoid or mitigate adverse effects upon such properties.

24. FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION, EXECUTIVE ORDERS 11988 AND 11990

The Subrecipient agrees to comply with Executive Orders 11988 and 11990, which requires avoidance, to the extent possible, the long and short term adverse impacts associated with modifying or occupying floodplains and wetlands. If implementing this project would result in an adverse impact to a federal or state regulated floodplain or wetland, a statement of finding must be included in the Environmental Assessment or Environmental Impact Statement documenting the coordination efforts, a description of affected floodplain and wetland resources, alternatives considered to developing in the floodplain and/or wetland, and actions to avoid, minimize and/or mitigate impacts.

25. ENVIRONMENTAL JUSTICE IN MINORITY AND LOW-INCOME POPULATIONS, EXECUTIVE ORDER 12898

The Subrecipient agrees to analyze and evaluate the impact of the LWCF project on minority and low-income populations and communities, as well as the equity of the distributions of the benefits and risks of the decision in the National Environmental Policies Act document. If it does not apply, this should be noted in the "issues dismissed" section of the National Environmental Policies Act document.

26. LIMITATION OF USE

The Subrecipient understands and agrees that the flowing "Limitation of Use" provision applies to the park property acquired and/or developed under the terms of this Agreement and will cause same to be legally incorporated into the park property deed record:

This Property has been acquired or developed with Federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-8 et seq. (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan and only under such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

27. OPERATION AND MAINTENANCE

The Subrecipient further agrees to operate and maintain the LWCF assisted facilities in accordance with the procedures, regulations and directives of the State and the Federal government. In this regard, the Subrecipient understands that overhead utility lines are prohibited within the park boundary area.

28. CIVIL RIGHTS ASSURANCE

(a) The Subrecipient certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: Title VI of the Civil Rights Act of 1964 (43 CFR 17, Subpart A), which prohibits discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended (43 CFR 17, Subpart B), which prohibits discrimination on the basis of handicap; the Age Discrimination Act of 1975, as amended (43 CFR 17, Subpart C), which prohibits discrimination on the basis of age; ADA Title II at 28 CFR 35; ADA Accessibility Guidelines at 28 CFR 36; Title IX of the Education Amendments of 1972 at 43 CFR 41; Limited English Proficiency (E.O. 13166) at 28 CFR 42.104(b)(2); and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

(b) THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

(c) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subrecipient by ADECA, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subrecipient for the period during which the Federal financial assistance is extended to it by ADECA.

(d) THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subrecipient by ADECA, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

(e) The Subrecipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Subrecipient.

29. ANTI-DEFICIENCY ACT

The Subrecipient understands that pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the National Park Service to expend in any one fiscal year any sum in excess of the appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

30. SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

(a) This Award and employees working on this financial assistance Agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

(b) The Award Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Subrecipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR §52.203-17 (as referenced in 42 CFR §3.908-9).

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

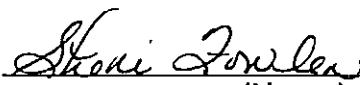
ADECA

Alabama Department of Economic
and Community Affairs


Jim Byard, Jr., Director

Feb 10, 2017
(Date)

ATTEST:

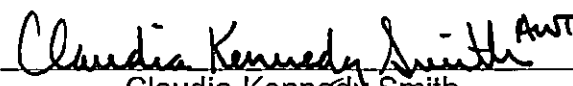

(Name)

Administrative Assistant
(Title)

2/10/17

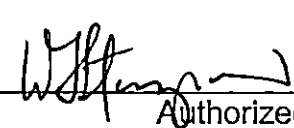
(Date)

This contract/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.

^{AWT}
Claudia Kennedy Smith
General Counsel for ADECA

SUBRECIPIENT

City of Mobile


Authorized Official

4/13/17
(Date)

ATTEST:


(Name)

City Clerk
(Title)

4-13-17

(Date)

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

February 3, 2017

The Honorable Sandy Stimpson
Mayor of Mobile
205 Government Street, Suite 514
Mobile, Alabama 36602-0001

Dear Mayor Stimpson *Mayor*

RE: Land and Water Conservation Fund Project 15-LW-1014
Three Mile Creek Biking and Walking Trail - \$386,525.00

Congratulations on being selected to participate in the Land and Water Conservation Fund program. Enclosed are three (3) copies of your grant agreement. Please execute all three copies and return two (2) copies, with original signature, to Crystal Davis along with a resolution of the governing body accepting the offer of financial assistance. The resolution must also include a commitment to provide the required matching share (\$386,525.00 or 50% of the total project cost).

Should you have any questions regarding this information, please contact Ms. Davis, Recreation and Conservation Programs Manager, at (334) 353-2630.

Sincerely,

Jim Byard, Jr.
Jim Byard, Jr.
Director
State Liaison Officer

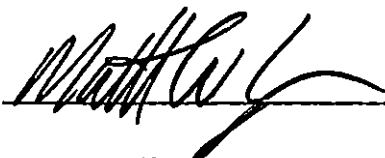
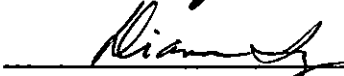
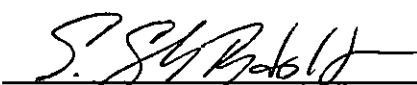
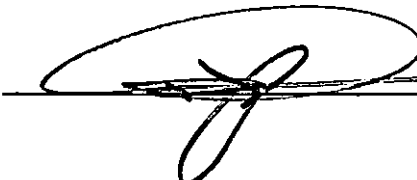
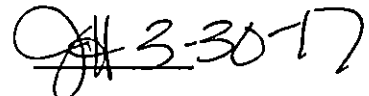
JB:CGD:km

Enclosures

cc: Mr. Matthew W. Capps, Senior Director of Parks and Recreation

ROUTING FORM FOR CONTRACTS

NAME OF CONTRACT Three Mile Creek Biking and Walking Trail - ADECA Grant Agreement

	<u>SIGNATURE</u>	<u>DATE</u>
DEPARTMENT HEAD (1)		<u>3/22/17</u>
EXECUTIVE DIRECTOR		<u>3-29-17</u>
BUDGET/ACCOUNTING (2)	 (Sign routing stamp on contract also)	<u>3-30-17</u>
LEGAL DEPARTMENT	 (Sign routing stamp on contract also)	<u>3/30/17</u> A17-0198
MAYOR'S OFFICE		<u>3-30-17</u>
CITY CLERK'S OFFICE	for Council action or Mayor's signature	 <u>3-30-17</u>
COUNCIL ATTORNEY (3)	(if Council action is required)	_____

- (1) Route 3 copies for non-capital contracts
Route 4 copies for capital contracts
- (2) Budget approves non-capital contracts
Accounting approves capital & grant contracts
- (3) Sign a separate copy to the Council
Attorney for information purposes only, prior to Council action.
No sign off is required. Therefore, keep Routing Form with original contracts.
- (4) Applications for grants require the use of the Routing Form for Grant Applications.

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/4/17 Date Item No. 31-205

Submitted by: PARKS & RECREATION Department MATTHEW CADDS Department Head

Sponsored by: WILLIAM S. STIMPSON Councilmember Richardson MAYOR - CITY OF MOBILE Councilmember Manzie

Reviewed by: DIANNE IRBY Executive Director

Routing Authorized: [Signature] Mayor's Office 3-30-17 Date

A brief synopsis and explanation of the following:

PROJECT NAME: Three Mille Creek Biking and Walking Trail - ADECA Grant Agreement

PURPOSE & SCOPE OF PROJECT:

This is a reimbursable grant agreement with ADECA which will allow the City to construct a 0.8 mile multi-use trail on the north side of Three Mille Creek from Tricentennial Park to West Ridge Road and install fitness zone, lighting, benches and educational/interpretive signage along the trail.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: 386,050

FUNDING SOURCE:

Budget Item: C0291 & C0170 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: C0291 & C0170

Associated Costs:

Current year (itemize)
Type: n/a Amount: _____

Future years
Year: n/a Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: Upon Council Approval

Renewal date of contract (if applicable): n/a

If not bid, state reason: n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not:

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Williams

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/17/2019 - 4:27 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve issuance of Purchase Order for fuel.

Amount of Contract:

\$15,024.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

Mayors
Office

Wesch, Paul

Approved

12/19/2019 -
12:17 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:

REALLOCATE \$112,099.11 FROM CAPITAL PRIORITY PROJECTS
#D0017/DISTRICT 5 CAPITAL TO THE CIP 2020 RESURFACING PROJECT
#RSF20 (FUND 2000). THESE FUNDS WILL BE USED TO RESURFACE STREETS
THROUGHOUT DISTRICT 5

Amount of Contract:

\$112,099.11

Funding Source

Project # D0017/PRIORITY/PROJECT
DISTRICT 5 CAPITAL

Discretionary Funds D0017

Project String 20002000-48010 CONSTRUCTION **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/26/2019 - 1:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:

THE FUNDS WILL BE USED FOR THE DAUPHIN STREET AND VICKERS LANE MEDIAN AND MAINTENANCE FOR STREET TREES ON THE CITY'S RIGHT OF WAY

Amount of Contract:

\$15,000.00

Funding Source

Project # DSC-05 - 10041020-42080

Discretionary Funds DSC-05

Project String

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/27/2019 - 9:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER LEVON MANZIE - GIVING \$1,500.00
COUNCILMEMBER C. J. SMALL - GIVING \$1,500.00
COUNCILMEMBER JOEL DAVES - GIVING \$1,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED TO ATTEND AND PARTICIPATE IN THE NATIONAL YOUTH FOOTBALL CHAMPIONSHOP ON DECEMBER 11-15, 2019 IN FT. LAUDERDALE, FL

Amount of Contract:

\$4,000.00

Funding Source

Project # DSC-02 / 10041020-42200; DSC-03 / 10041020-42080 AND DSC-05 / 10041020-42080 **Discretionary Funds** DSC-02; DSC-03 AND DSC-05

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/27/2019 - 2:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Chief Lawrence L. Battiste, MPD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize Mayor to accept funds from the Mobile Kennel Club in the amount of \$2,000.00 for the Mobile Police Department's K9 Unit.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$2000.00

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	12/23/2019 - 10:24 AM
Legal	Hill, Ashton	Approved	12/23/2019 - 9:42 AM
Legal	Hill, Ashton	Approved	12/26/2019 - 8:42 AM
Mayors Office	Wesch, Paul	Approved	12/26/2019 - 2:49 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/23/2019 -
10:35 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/23/2019 -
10:38 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/31/2019 -
8:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Nick Amberger, PE
City Engineering

Sponsored by:

Mayor William S. Stimpson and Councilmember Frederick D. Richardson, Jr.

Purpose and Scope of Project:

To accept contract with Neel-Schaffer, Inc.

Amount of Contract:

\$33,000.00

Funding Source

Project # C0134

Project String 20002000.48020

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Discretionary Funds

Contract Number:2570

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/13/2019 - 3:42 PM
Capital	McMillan, Marilyn	Approved	12/13/2019 - 5:38 PM
Legal	Hill, Ashton	Approved	12/16/2019 - 9:10 AM
Mayors Office	Wesch, Paul	Approved	12/16/2019 - 11:45 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Kimberly Harden, Architectural Engineering Dept

Sponsored by:

Councilmember Small & Mayor Stimpson

Purpose and Scope of Project:

To provide improvements to the existing site amenities at Trimmier Park

Amount of Contract:

\$185,000.00

Funding Source

Project # Trimmier Park - Site Amenities
Improvements PR-070-18

Discretionary Funds

Project String C0304 (20002000-48010; 2018 CIP
ID #217-221 D3)

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	12/18/2019 - 2:52 PM
Capital	Mallory, Relya	Approved	12/18/2019 - 5:06 PM
Legal	Hill, Ashton	Approved	12/19/2019 - 8:34 AM
Mayors Office	Wesch, Paul	Approved	12/19/2019 - 12:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Kimberly Harden, Architectural Engineering Dept

Sponsored by:

Councilmember Small & Mayor Stimpson

Purpose and Scope of Project:

To provide improvements to the existing site amenities at Baumhauer-Randle Park

Amount of Contract:

\$187,000.00

Funding Source

Project # Baumhauer-Randle Park - Site Amenities
Improvements PR-069-18

Discretionary Funds

Project String C0459 (20002000-48010; 2018 CIP
ID #217-221 D3)

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	12/18/2019 - 2:53 PM
Capital	Mallory, Relya	Approved	12/18/2019 - 5:08 PM
Legal	Hill, Ashton	Approved	12/19/2019 - 8:43 AM
Mayors Office	Wesch, Paul	Approved	12/19/2019 - 12:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve Requisition to be issued as Purchase Order to Jerry Pate Turf & Irrigation, Inc.

Amount of Contract:

\$33,195.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/18/2019 - 11:05 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve Requisition for issuance as Purchase Order to Recdesk LLC

Amount of Contract:

\$16,500.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20191217-2 Agenda Package POs	Cover Memo	12/17/2019

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/18/2019 - 11:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3603</u>	2020	(2032) COMMUNITY CENTERS	PURCHASE OF ANNUAL LICENSE AND SET UP OF RECDESK RECREATION MANAGEMENT SOFTWARE (SEALED BID 5359)	\$16,500.00	(296166) RECDESK LLC

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003603-00 FY 2020 Acct No: 1000.50.22.2030.2032.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor RECDISK LLC 300 PLAZA MIDDLESEX MIDDLETOWN, CT 06457 Tel#800-325-7391	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS
--	--

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/19	296166				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER BID #5359 AND YOUR QUOTE. RECDISK COMPREHENSIVE MANAGEMENT PLATFORM ANNUAL SUBSCRIPTION FEE	1.00 EACH	13500.00000	13500.00
1	1000.50.22.2030.2032.0000.0000.0000.44020.			13500.00

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

002	MIGRATION OF HOUSEHOLD DATA FROM EXISTING SOFTWARE	1.00 EACH	1200.00000	1200.00
1	1000.50.22.2030.2032.0000.0000.0000.44020.			1200.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003603-00 FY 2020 Acct No: 1000.50.22.2030.2032.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor RECDESK LLC 300 PLAZA MIDDLESEX MIDDLETOWN, CT 06457 Tel#800-325-7391	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS
--	--

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/19	296166				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
003	FINANCIAL INTEGRATION OR EXPORT WITH/TO TYLER MUNIS INCLUDING BOTH PAYMENTS AND REFUNDS	1.00 EACH	1800.00000	1800.00

1 1000.50.22.2030.2032.0000.0000.0000.44020. 1800.00

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003603-00 FY 2020 Acct No: 1000.50.22.2030.2032.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
--	---

Page 3

Vendor
 RECDESK LLC
 300 PLAZA MIDDLESEX

MIDDLETOWN, CT 06457

Tel#800-325-7391

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
 CATHY HANKINS

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/19	296166				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
	PARKS SAGE AVE			
	48 N. SAGE AVE			
	NORTH SIDE DOOR			
	MOBILE, AL 36607			

Requisition Link

Requisition Total 16500.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.50.22.2030.2032.0000.0000.0000.44020.	16500.00	15129.57
COMMUNITY CENTERS EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	12/13/19	DONALD ROSE	Approved by: 9105fola
Approved	12/13/19	BOBBY IRBY	Auto approved by: 910516727
Approved	12/13/19	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: mns Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/27/2019	5359	Parks and Recreation	48 N. Sage Avenue

This bid must be received and stamped by the Purchasing office not later than: 10:30 AM, Thursday, December 12, 2019

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	PARKS AND RECREATION MANAGEMENT SOFTWARE The City of Mobile is requesting bids on a comprehensive, web hosted Parks and Recreation Management Software System per the attached specifications. The system must allow: Online registration, Program management, Facility Reservations and Scheduling, League Management and Scheduling, Credit Card Processing, Full Web Site (CMS) Master Calendar, Membership Management and Check Ins, Financial Management Reporting, Invoicing and Billing, Refunds, Email Marketing Tools, POS, PCI Compliance, and Unlimited Users/Seats. The software must be fully hosted and include training. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Exact number of users cannot be determined at this time. Base bid on the following facts: The population of the City of Mobile is approximately 195,000 people. There will be 50-75 back office users. State product that you are providing: _____ Price _____ Annual Subscription Fee					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 3 of 3 OPTIONS: Option #1 Migration of household data from existing software. Price: _____ Option #2 Financial Intergration or export with/to Tyler Munis including both payments and refunds. Price: _____ Does your bid meet ALL of the required specifications? Yes _____ No _____ What specifications does your software not met? _____ State any additional 3rd party software and/or products needed: _____ Price _____ Total Product Cost _____ A technical demonstration may be required on December 17, 2019. For additional information contact: Anne Foley @ (251) 208-5850 <u>purchasing@cityofmobile.org</u>						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

Parks and Recreation Management Software

1. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to Anne Foley, Phone (251)208-5850, e-mail: purchasing@cityofmobile.org.

2. Brand Manufacture Reference

The City has determined that RecDesk Parks Recreation Management Software defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Bids for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

3. Key Events Schedule

Bid Release Date	11/26/2019
Deadline for Submittal of Written Questions	12/09/2019
Sealed Bids Due and to be Opened by City	12/12/2019
Demonstrations and Anticipated Committee Evaluation Review Date	12/17/2019
Anticipated Award Date	12/20/2019

4. Scope of Services

General Information

The City of Mobile is seeking a comprehensive, web hosted Parks and Recreation Management Software system that enables the City of Mobile Parks and Recreation Department's administration and staff to manage activity programming, league games and facility reservations. The system must provide user friendly tools for activity registration, facility reservations, membership/attendance, point of service sales, class reservations, financial reporting, Customer Relationship Management (CRM) and marketing reporting. The software must be web browser based. In addition, a web portal designed for the public must compliment and be integrated with the back-office system. The portal allows all registration, reservation, and payment activities to be completed online by the public with software that is web browser based and compatible with mobile devices.

Features

The City of Mobile seeks to obtain a system that satisfies the following features:

Backoffice Tools

- Completely web hosted and browser based.
- Requires minimal training for staff.
- Modules have a consistent design and functionality.
- Customized role-based permissions.
- Master Calendar
 - Interactive calendar that displays all facility reservations, programming/activities, and league events on one page.
 - Can be filtered by facility site.
 - Facilities can be reserved/rented directly from master calendar.
- Program and Activity Management
 - Manage registrations, classes, withdrawals, waivers, and waiting lists.
 - Allow enrollment dates.
- Membership and Staff Management
 - Track membership sales, expirations and renewals.
 - Detailed membership, demographic and historical comparison reports.
 - Easily accessible contact info.
 - Store and track personnel, volunteers, coaches, instructors contact info including certifications, background checks, and other important documentation.
 - Utilize pre-bought membership cards for check-in and attendance tracking.
- Marketing
 - Utilize customer information for activity/interest tracking.
 - Promotes member interaction and retention with customized emails and offers.
 - Design brochures, catalogues, and newsletters.
 - Create custom lists based on demographics, membership activity, status and more to improve targeting.
 - Create bulk email and text message lists with ability to send updates and promotions to such lists.
 - Available marketing templates.
- Facility Reservations/Rental Management
 - Manage usage of facilities including courts, meeting rooms, and amenities.
 - Prevents double booking of facilities that may be available for programs/activities and leagues.
 - User-defined reservation usage forms.
 - Display multiple facilities at once by day, week, or month on a master calendar.
 - Track fees including damage deposit fees.
- League Scheduling Management
 - League scheduling tools.
 - Register players and team assignment.
 - Displays on master calendar.
 - Coaches have logon access.

- Provides online, text, and email information with league information.
- Financial Tools
 - All credit and debit transactions must be Payment Card Industry (PCI) compliant. The Point of Sale (POS) system must utilize a third-party provider to process transactions.
 - Payment transactions can be imported into the City's financial system, Tyler Technologies MUNIS v2019.1.
- Reporting
 - Standard reports should include:
 - Detailed attendance and tracking
 - Membership tracking
 - Demographics
 - Facility usage
 - Payments and fees
 - Ability to export reports to CSV text file or Microsoft Excel.
- Forms
 - Customizable forms that are easy to design and develop
 - Utilized for citizen web portal's facility reservations/rentals, program/activity registrations, and league registrations.

Public Web Portal

- User friendly and designed for the general public.
- All pages are mobile device friendly with all functions available whether accessed by computer desktop or mobile device.
- Compatible with all of the latest web browsers.
- Page content can be edited by the City staff with built in Content Management System tools.
- All payments and renewals can be made online.
- All programs and activities are available to online registration.
- All facilities are available for reservations and rental.
- Users can view and search facility availability and reserve and rent online.
- Interactive master calendar graphic that shows all facility reservations and activities on one page.
 - Can be filtered by facility.
 - Facilities can be reserved/rented directly from master calendar.
- Parents/guardians can register players, maintain profiles, and securely pay fees online.
- Member profile allows for special needs documentation including allergies.

Customer Support

- Designated representative from vendor to the City of Mobile for customer and technical staff.
- Normal business hour support for Central Standard Time Zone.
- Initial training for city staff.

- Hosting computer servers' database and software configuration settings are backed up daily and can be restored in a minimal amount of time if necessary.
- Hosting data center has an automated failover process to a physically separate datacenter to minimize disruption in service.

Additional features not listed above may be included in the bid and will be considered during the evaluation.

Services, Licensing, and Costs

Include all information regarding the licensing of the complete hosted system including all back-office and public web tools. In addition, please list all fees and costs to the City based on an annual pay schedule including one-time fees for implementation setup or data importing, city staff training, or feature options. State any POS transaction costs to the City and to the public. List each amount per transaction. State the cost to the city and the cost to the public, if any.

5. State any additional software programs and their total cost that required to enable the software package that you are bidding to fully meet these specifications. These are additional costs and must be added to the total cost of your bid.

Product: _____ Cost: _____

Product: _____ Cost: _____

DEMONSTRATIONS MAY BE REQUIRED.

The Parks and Recreation has done extensive research to find a program that meets their needs. RecDesk has been the program that they have found that meets their needs and interfaces with the City's Tyler MUNIS Enterprise Financial Software Program. Any program selected must interface with the Tyler MUNIS Software. This must be accomplished no later than December 31, 2019. Does your software interface with the Tyler MUNIS Software? Yes ____ No ____ . If Yes, which locations?

Demonstrations will be on December 17, 2019 starting at 9:00 am for 1 hour only. Each vendor will have 20 minutes to set up. Vendors with the 3 lowest bids that meet the specifications will be scheduled if

needed. Demonstrations may not be required. The City will provide the test data to be used. Vendors must be able to demonstrate total functionality according to these specifications.

6. Evaluation / Scoring of Bids

Submittals will be scored according to the following criteria:

<u>Feature</u>	<u>Points</u>
Overall Costs and Fees	20
Customer Support	2
Backoffice – Design, Functionality, and Interface	7
Backoffice – Master Calendar	7
Backoffice – Program and Activity Management	5
Backoffice – Membership and Staff Management	5
Backoffice – Facility Reservations / Rental Management	5
Backoffice – League Scheduling and Management	5
Backoffice – Reporting Tools	2
Backoffice – Customizable Forms	2
Backoffice – Marketing Tools	2
Public Web Portal – Design, Functionality, and Interface	7
Public Web Portal – Master Calendar	7
Public Web Portal – Program and Activity Registration	5
Public Web Portal – Membership Registration	5
Public Web Portal – Facility Reservation and Rental	5
Public Web Portal – League Registration	2
Public Web Portal – Content Management Tools	2
Experience Providing Parks and Recreation Solutions to Local Governments	5
Total	100



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Requisition for Approval as Purchase Order

Amount of Contract:

\$134,585.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20191217-3 Agenda Package POs	Cover Memo	12/17/2019

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/18/2019 - 11:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2205</u>	2020	(F7000) MOTOR POOL	2020 INTERNATIONAL HV607 TANDEM AXLE DUMP TRUCK (SEALED BID 5299)	\$134,585.00	(232872) WARD INTERNATIONAL TRUCKS LLC

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002205-00 FY 2020 Acct No: 4050.70.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
 WARD INTERNATIONAL TRUCKS LLC
 P O BOX 5375

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36605

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-433-5616
 Fax 251-433-5617

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/19	232872				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER MY BID #5299 AND YOUR QUOTE

001	DUMP TRUCK AS SPECIFIED: 2020 INTERNATIONAL HV607 6X4 SBA TANDEM AXLE WITH WARREN F-16 DUMP BODY, TO INCLUDE 56000 GVWR CHASSIS, 350 HORSEPOWER/1150 LBS/FT TORQUE CUMMINS L9 DIESEL ENGINE, ALLISON 3000-RDS TRANSMISSION. Additional Description Notes	1.00 EACH	134585.00000	134585.00
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2020 INTERNATIONAL HV607 6X4 SBA TANDEM AXLE WITH WARREN F-16 DUMP BODY, TO
 INCLUDE 56000 GVWR CHASSIS, 350 HORSEPOWER/1150 LBS/FT TORQUE CUMMINS L9
 DIESEL ENGINE, ALLISON 3000-RDS TRANSMISSION.

TO INCLUDE 5 YEAR SERVICE PLAN

AS PER BID #5299

1	4050.70.00.0000.0000.0000.0000.47120. E C0446 .VEHICLEEXP.			134585.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002205-00 FY 2020 Acct No: 4050.70.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor WARD INTERNATIONAL TRUCKS LLC P O BOX 5375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/19	232872				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	134585.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0446 .VEHICLEEXP.	134585.00	402580.47

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.47120.	134585.00	-134585.00
STORM WATER EXP	VEHICLE ACQ (GREATER \$5000)	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	12/14/19	JOHN PAINE	GL Allocation changed
CCancelled	12/14/19	JOHN PAINE	GL Allocation changed
Approved	12/13/19	NICHOLAS AMBERGER	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002205-00 FY 2020 Acct No: 4050.70.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved
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Page 3

Vendor WARD INTERNATIONAL TRUCKS LLC P O BOX 5375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/19	232872				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	12/16/19 NICHOLAS AMBERGER			
Approved	12/13/19 TIFFANY HOLLINS			
Approved	12/13/19 MARILYN MCMILLAN			
Approved	12/13/19 RELYA MALLORY			
Approved	12/17/19 TIFFANY HOLLINS			
Approved	12/17/19 MARILYN MCMILLAN			
Approved	12/17/19 RELYA MALLORY			
Approved	12/17/19 DONALD ROSE			
Approved	12/17/19 BOBBY IRBY			
Approved	12/17/19 JOHN PAINE			

Authorized By: _____ Date: _____

Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Item Based Bids for Tennis Court Repair Kits and Helmet Hearing Protection and Communications Equipment

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2019217-1 Agenda Package Bids	Cover Memo	12/17/2019

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	12/18/2019 - 11:04 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, for the time and renewal periods described, the below proposed Bid Awards, to the designated vendor for the specified items at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5351	TENNIS COURT CRACK REPAIR KITS	2	\$800 PER KIT, \$535 PER BOX OF MESH ROLL	ONE YEAR, RENEWAL FOR TWO ADDITIONAL ONE YEAR PERIODS	A.S.T. LLC dba ARMOR CRACK REPAIR SYSTEM
5356	HARD HAT EAR PROTECTION AND COMMS SYSTEMS	2	HEADSET #1 \$695.55 HEADSET #2 \$506.84	ONE YEAR, RENEWABLE FOR TWO ADDITIONAL ONE YEAR PERIODS	GULF COAST MARINE SUPPLY CO INC.

Adopted:

City Clerk

CITY OF MOBILE

BID SHEET

Mailing Address:

P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: mns Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/06/2019	5351	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, November 26, 2019

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	TENNIS COURT CRACK REPAIR SUPPLIES					
Appx 2 -25 Kit	Crack Repair Kits, Armor Crack Repair Kit or equal. <u>12"</u> Kit consists of: 1 roll small cloth <u>20"</u> wide x 300 ft long. 1 big cloth 20" wide and 300 feet in length 2 rolls of tape (adhesive) 6" wide x 180 ft long. 4 rolls yellow membrane 12" wide x 200 ft long. Vendor to provide: Make <u>Armor Crack Repair Kit</u> Price per kit FOB Mobile \$ <u>800-</u>	ea			800	00
Appx 1 to 9 Rolls only	Crack Repair, Armor Yellow Mesh Roll 12 inches x 200 feet. Make <u>Yellow membrane</u> Model _____ Roll Length <u>200'</u> Roll Width <u>12"</u> All pricing must be delivered pricing FOB Mobile delivery cost must be in the price of the product bid. City will not put a separate line on purchase orders for freight. Vendor shall not quote freight as a separate line on this bid.	case only			535	00
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name Armor Crack Repair System

Typed Signature Ellen Brattol

By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: mns Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/06/2019	5351	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, November 26, 2019

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 2 -25 Kit	TENNIS COURT CRACK REPAIR SUPPLIES Crack Repair Kits, Armor Crack Repair Kit or equal. Kit consists of: 1 roll small cloth 20” wide x 300 ft long. 1 big cloth 20” wide and 300 feet in length 2 rolls of tape (adhesive) 6” wide x 180 ft long. 4 rolls yellow membrane 12” wide x 200 ft long. Vendor to provide: Make _____ Model _____ Price per kit FOB Mobile \$ _____					
Appx 1-10 Roll	Crack Repair, Armor Yellow Mesh Roll 12 inches x 200 feet. Make _____ Model _____ Roll Length _____ Roll Width _____ All pricing must be delivered pricing FOB Mobile delivery cost must be in the price of the product bid. City will not put a separate line on purchase orders for freight. Vendor shall not quote freight as a separate line on this bid.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

Page _____ of _____

RETURN ONE SIGNED COPY OF THIS QUOTATION
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Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

Page _____ of _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

BID TABULATION FOR BID #5356
“EAR PROTECTION AND COMMUNICATION SYSTEMS”

<u>COMPANY</u>	<u>MAKE/MODEL</u>	<u>PRICE</u>	<u>LOCAL VENDOR PRICE</u>	<u>MAKE/MODEL</u>	<u>PRICE</u>	<u>LOCAL VENDOR PRICE</u>
GALLS LLC	3M PELTOR MT73H7P3E4D10	\$925.00	\$971.25	3M PELTOR MT7H7A461ONA	\$647.00	\$679.35
MUNICIPAL EMERGENCY SERVICES	3M MT73H7P3E4D10	\$796.00	\$875.60	3M MT7H7A4610NA	\$580.00	\$638.00
TURNER SUPPLY COMPANY	3M PELTOR MT73H7P3E4D10	\$828.00	----	3M PELTOR MT7H7A4610NA	\$603.00	----
GULF COAST MARINE SUPPLY COMPANY INC	3M MT73H7P3E4D10	\$695.59	----	3M MT7H7A4610NA	\$506.84	----
HOLZBERG COMMUNICATIONS INC	3M PELTOR MT73H7P3E4D10	\$687.00	\$755.70	3M PELTOR MT7H7A4610NA	\$506.00	\$556.60
AIRGAS USA LLC	3M PELTOR LITE COME PRO III	\$722.17	----	3M PELTOR LITE COM PLUS	\$526.20	----
RITZ SAFETY	3M MT73H7P3E4D10	\$769.12	----	3M MT7H7A4610NA	\$561.41	----

BID TABULATION FOR BID #5356
“EAR PROTECTION AND COMMUNICATION SYSTEMS”

<u>COMPANY</u>	<u>MAKE/MODEL</u>	<u>PRICE</u>	<u>LOCAL VENDOR PRICE</u>	<u>MAKE/MODEL</u>	<u>PRICE</u>	<u>LOCAL VENDOR PRICE</u>
FASTENAL	3M MT73H7P3E4D10NA	\$950.40	----	3M MT7H7A4610NA	682.20	----
W W GRAINGER	3M PELTOR MT73H7P3E4D10	\$715.00	----	3M MT7H7A4610NA	\$559.00	----
SOUTHERN GAS & SUPPLY	3M MT73H7P3E4D10NA	\$828.15	-1% 20 DAY DISCOUNT \$816.90	3M MT7H7A4610NA	\$603.40	-1% 20 DAY DISCOUNT \$596.97
GREER’S ACE HARDWARE	DID NOT INCLUDE PRICE	---	----	----	----	----
SUNBELT FIRE INC	----	NO BID	----	----	NO BID	----
OLENSKY BROTHERS	UNOPENED BID RETURNED - LATE BID RESPONSE	----	----	----	----	----

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

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and Package Delivery:**

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: mns Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/18/2019	5356	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, December 10, 2019

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	HARD HAT WITH EAR PROTECTION AND COMMUNICATION SYSTEMS Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 2-20	Hard Hat with Ear Protection and Communication System. Peltor Lite Com Pro III Headset Hard Hat. 3M #MT73H7P3E4D10 Make _____ Model _____					
Appx 8-30	Hard Hat with Ear Protection and Communication System. Peltor Lite Com, 2-Way Radio Headset with Hard Hat. 2M #MT7H7A4610NA Make _____ Model _____ Upon Award the City will purchase 2 of Item 1 and 8 of Item 2. System bid must be compatible with the existing 3M Hard Hat with Communication Systems already in use by the City of Mobile Departments. Vendor shall provide literature and specifications on the product they are bidding. If a demonstration or test is necessary, bidder shall provide within 72 hours of the request of the City of Mobile Purchasing Department.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
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19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

Page _____ of _____

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Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To appropriate \$1,749,124.82 in Municipal Government Capital/Alabama Municipal Trust (Fund 2010) to various Capital Improvement Projects. (Please see attached resolution for details.)

Funding Source

Project # Various Capital Projects...Please see
Resolution

Discretionary Funds

Project String 2000.2000

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	12/16/2019 - 5:01 PM
Capital	Mallory, Relya	Approved	12/16/2019 - 5:01 PM
Mayors Office	Wesch, Paul	Approved	12/18/2019 - 11:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

Relya Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor
Lavon Manzie, District 2

Purpose and Scope of Project:

To allocate \$11,500 to each Council Member and \$15,000 for Fee Waivers from Capital Project #C0007. The total amount allocated is \$95,500.00. Please see attached resolution for details.

Funding Source

Project # Various Capital Projects...Please see
Resolution

Discretionary Funds

Project String 2000.2000

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	12/17/2019 - 5:31 PM
Capital	Mallory, Relya	Approved	12/17/2019 - 5:31 PM
Mayors Office	Wesch, Paul	Approved	12/18/2019 - 11:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/31/2019

Submitted by:

John Peavy, Senior Director, Public Services

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Contract with BFI Waste Services, LLC, dba Republic Services of Mobile, for rental and service of trash compactors.

Amount of Contract:

NTE \$50,000 per year for three years

Effective Date of Contract:

12/2/2019

Renewal Date of Contract:

12/2/2019

Funding Source

Project #

Discretionary Funds

Project String 10042090 - 42060

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Andrews, Kina	Approved	12/12/2019 - 4:57 PM
Budget	Sapp, Celia	Approved	12/18/2019 - 7:09 AM

Legal	Hill, Ashton	Approved	12/18/2019 - 8:11 AM
Legal	Hill, Ashton	Approved	12/18/2019 - 10:23 AM
Mayors Office	Wesch, Paul	Approved	12/19/2019 - 12:17 PM