

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
DECEMBER 3, 2018
AGENDA
INFORMATION SESSION

Call to Order and Welcome at 8:00 a.m.

Prayer

Reports from Staff:

Administrator
Deputy Administrator
Chief Information and Technology Officer
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Mr. Mike Hicks with Alliance Insurance Group
Ms. Cassandra Crosby with Crosby Drinkard Group, LLC
Board Chairman Richard E. Hanan with the Montgomery Water Works & Sanitary Sewer Board
Manager John W. Dorrough, III, with Harmon Dennis Bradshaw
Managing Director Mike Dunn with STIFEL and Executive Vice President Neill Wright with
Liberty Bank
Presiding Circuit Judge Johnny Hardwick Fifteenth Judicial Circuit
Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery
Area Chamber of Commerce

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 p.m.

Invocation by Vice Chairman Walker

Pledge of Allegiance Led by Commissioner Sankey

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of November 19, 2018

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing regarding Proposed Employee Recognition and Appreciation Program
“ERAP”

NEW BUSINESS:

1. Consider Authorization of Employee Recognition and Appreciation Program “ERAP”, County Commission
2. Consider Authorization of Board Member Appointment, Pike Road Volunteer Fire Protection Authority
3. Consider Authorization of the 2019 Calendar Year Contract Agreement with Crosby Drinkard Group, LLC, for Governmental Affairs Representation/Consulting Services, County Commission
4. Consider Authorization of the 2019 Proposed Legislative Agenda, County Commission
5. Consider Authorization of Resolution, Agreement, and Delegation of Authority regarding the Eastwood Villa Housing Rehabilitation-Phase 2 Project, CDBG Project Number CY-CM-RR-18-017, County Commission
6. Consider Authorization of Alabama Department of Youth Services Grant/Subsidy Agreement for 2018-2019, Youth Facility
7. Consider Adoption of Resolution Approving the 2019 Severe Weather Preparedness Sales Tax Holiday, February 22-24, 2019, Authorized by Act No. 2012-256, County Commission
8. Consider Authorization of Amendment Number 2 to Contract with Diversified Companies, LLC, regarding a One (1) Year Extension, beginning January 3, 2019 and ending on January 2, 2020, for Offsite Printing of Notices, Contract Number 51500-17B-006, Revenue Commissioner’s Office
9. Consider Authorization of Payment of 2019 Membership Dues to the National Association of Counties (NACo), County Commission
10. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
11. Consider Authorization of Miscellaneous Appropriations to Education, County Commission

12. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
13. Consider Authorization of Bid Award in the Amount of \$1,640,966 to Norris Building Company for Jail Shower Renovations, GMC Project Number AMGM160069, County Commission
14. Consider Authorization of Bid Award to Stephens Construction & Concrete for Crushed Stone, Bid Number 53000-19B-005, Engineering Department
15. Consider Authorization of Bid Award to Uniform Manufacturing, Inc., for Inmate Uniforms, Bid Number 52200-19B-003, Detention Facility
16. Consider Authorization of Bid Award to Vulcan Inc., dba Vulcan Signs, for Traffic Signage and Supplies, Bid Number 53104-19B-004, Engineering Department
17. Consider Authorization of Award of Request for Proposal (RFP) to Alliance Insurance Group Administer the Montgomery County Commission's Flexible Spending Account/Dependent Care Account/Health Reimbursement Account, Risk Management
18. Consider Authorization of Final Payment Application from Stallings and Sons, Inc., for the HVAC and Fire Alarm Replacement in the Courthouse, County Commission
19. Consider Authorization of Budget Change Request Number 4 to the Montgomery Humane Society in the Amount of \$10,000 for Partial Funding of a Shelter Vehicle, County Commission Appropriations
20. Consider Authorization of Budget Change Request Number 1, Youth Facility
21. Consider Authorization of Position Fill Request – Detention Facility (1)
 - Administrative Support Associate, Position Number 500013229
22. Consider Authorization of Position Fill Requests – Engineering Department (2)
 - Civil Engineer Tech III, Position Number 640629004
 - County Road Equipment Operator I, Position Number 620551021
23. Consider Authorization of Position Fill Requests – Probate Judge's Office (2)
 - Customer Service Clerk, Position Number 750016002
 - Customer Service Clerk, Position Number 750016022
24. Consider Authorization of Position Fill Requests – Sheriff's Office (2)
 - Deputy Sheriff Trainee, Position Number 550430172
 - Deputy Sheriff – Part-time, Position Number 550431194

25. Consider Authorization of Position Fill Request – Support Services (1)
- Maintenance Mechanic, Position Number 260748051

26. Consider Authorization of Travel/Training Requests (7)

Reports from Staff:

Deputy Administrator
County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

DECEMBER 3, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

DECEMBER 17, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

DECEMBER 24 & 25, 2018

County Holiday (Observance of Christmas)

JANUARY 1, 2019

County Holiday (Observance of New Year's Day)

JANUARY 7, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

JANUARY 21, 2019

County Holiday (Observance of Martin Luther King,
Jr.'s Birthday)

JANUARY 22, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

12-3-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-16-18

Check Number	To	Check Number
283090		283139
Total Checks Paid		\$877,509.15

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

Poll Workers Check Numbers 282664-283089

EFT's included in amount

12-3-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-16-18

Check Number	To	Check Number
283140		283211
Total Checks Paid		\$571,531.07

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

EFT's included in amount

AGENDA

DEC - 3 2018

12-3-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-16-18

Check Number	To	Check Number
283212		283235
Total Checks Paid		\$92,550.00

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

AGENDA

DEC - 3 2018

12-3-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-21-18

Check Number	To	Check Number
283236		283254
Total Checks Paid		\$23,110.69

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

Reissue Poll Worker Check (#283236)

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-21-18

Check Number	To	Check Number
283255		283325
Total Checks Paid		\$455,485.76

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
11/21/18

Payroll Check Number	131188	To	Payroll Check Number	131248	\$	46,373.18
Direct Deposits					\$	891,866.19
Payroll Check Number	131249	To	Payroll Check Number	131268	\$	259,857.13
Direct Deposits					\$	404,725.43
Federal Deposits					\$	308,893.57
Total Payroll Paid					\$	1,911,715.50

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

Public Hearing regarding Consideration of Establishment of the Montgomery County End-of-Year Employee Recognition and Appreciation Program

Pursuant to Amendment 909 of the Constitution of Alabama of 1901, the Montgomery County Commission ("MCC") is considering the establishment of the Montgomery County End-of-Year Employee Recognition and Appreciation Program ("ERAP") to express its appreciation to the dedicated employees of Montgomery County and to recognize those employees who have reached significant milestones in their years of service.

The scope of the ERAP is as follows:

1. A luncheon to be held once per year in the month of December.
2. The luncheon will be held during the regular business hours of the MCC, at a premise or property owned or under the authority of the MCC.
3. An invitation to attend the luncheon will be extended, via email, to all employees of the MCC.
4. At the luncheon, employees of the MCC will receive a catered lunch, including a meal, beverages and dessert. The meal may be served either plated or buffet style.
5. The luncheon will follow a pre-determined program or agenda that includes, at minimum, the following:
 - Remarks by the Chair of the MCC (or his/her designee) on the state of the county, including updates on any information pertinent to county employees.
 - A presentation by members of the MCC of plaques and/or certificates to any employee of the MCC that has 1) celebrated a 5 year-incremental employment anniversary since the preceding 12-month period, 2) has maintained perfect attendance during the preceding 12-month period, or 3) any other recognition established hereafter by the MCC.

The MCC shall cover all costs associated with the luncheon including meal catering, beverages, utensils, plaques, certificates and other incidental costs. The County Administrator shall create a budget for the ERAP, and such budget must come before the MCC for approval prior to the expenditure of any funds related to program. Further, the MCC shall maintain detailed records of all disbursements associated with the planning and execution of the ERAP, which will be subject to review by the Alabama Department of Examiners.

The MCC reserves the right to cancel or decrease the scope of the ERAP as outlined above; however, the MCC shall not make any additions or in any way expand the ERAP without first following the notice procedures as outlined in Amendment 909 of the Constitution of Alabama of 1901 regarding the adoption of such programs and policies.

AGENDA

DEC - 3 2018

November 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Employee Recognition and Appreciation Luncheon

At its last meeting, the Commission discussed an employee appreciation luncheon authorized by Amendment 909. A public hearing on this matter is scheduled during the formal session of the Commission meeting on December 3, 2018.

I request approval of the attached Montgomery County End-of-Year Employee Recognition and Appreciation Program and Budget.

Montgomery County End-of-Year Employee Recognition and Appreciation Program

Pursuant to Amendment 909 of the Constitution of Alabama of 1901, the Montgomery County Commission ("MCC") does hereby establish the Montgomery County End-of-Year Employee Recognition and Appreciation Program ("ERAP") to express its appreciation to the dedicated employees of Montgomery County and to recognize those employees who have reached significant milestones in their years of service.

The scope of the ERAP is as follows:

1. A luncheon to be held once per year in the month of December.
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The MCC reserves the right to cancel or decrease the scope of the ERAP as outlined above; however, the MCC shall not make any additions or in any way expand the ERAP without first following the notice procedures as outlined in Amendment 909 of the Constitution of Alabama of 1901 regarding the adoption of such programs and policies.

Employee Christmas Luncheon Budget

Catering	\$8,800.00
Paper Products	150.00
Floor Protection	150.00
<u>Table Decorations</u>	<u>100.00</u>
Total	\$9,200.00

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

DEC - 3 2018

November 20, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims **DLM**
County Administrator

SUBJECT: Pike Road Volunteer Fire Protection Authority Board Member Appointment

The Montgomery County Commission, at its meeting on November 19, 2018, agreed to place on the next agenda the appointment of Brian Shelton to the Pike Road Volunteer Fire Protection Authority at the request of Commissioner Singleton. Mr. Shelton will replace Charles Williamson "Will" Barfoot for a term expiring March 1, 2020.

I am requesting approval of this item.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

2-1

Pike Road Volunteer
Fire Protection Authority

Members:

Term Expires:

David Livingston
13715 Old Pike Road
Mathews, AL 36052
Cell: 334-657-2013
Office: 334 281-6303
Jlivings41960@hotmail.com

3/1/2023

Jimmy Grubbs
10608 Old Pike Road
Mathews, AL. 36052
334-288-6051 home
334-315-7007 cell

3/1/2019

Colonel James "Jim" R. Miller
3255 Mathews Road
Mathews, AL 36052
Home: 288-1694
Cell: 538-9483
meandhd@bellsouth.net

3/1/2021

* Charles Williamson "Will" Barfoot
HOME: 4280 Wallahatchie Road
Pike Road, AL. 36064
(Home) 334-271-0713
(Cell) 334-315-3426
WORK: 608 South Hull Street
Montgomery, AL. 36104
(Work) 334-834-3444
cwb@barfootschoettker.com

3/1/2020

Angie Bradsher
51 Waters View Drive
Pike Road, Alabama 36064
Cell: (334) 318-6274
angiebradsher@yahoo.com

3/1/2020

cc: Chris Weller (334) 241-8066
Capell and Howard P.C.

Term: 6 years

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

DEC - 3 2018

November 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract Agreement with the Crosby Drinkard Group, LLC

The Montgomery County Commission, at its meeting on November 19, 2018, agreed to place on the next agenda the 2019 Calendar Year Contract Agreement with Crosby Drinkard Group, LLC, regarding Governmental Affairs Consulting Services and increase the contract from \$67,500 to \$77,500.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

CONTRACT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

This Agreement is made and entered into between the Montgomery County Commission (hereinafter referred to as "MCC") and Cassandra Crosby and Ron Drinkard, d/b/a the Crosby Drinkard Group, LLC (hereinafter referred to as "CDG"), whose offices are located in Montgomery, Alabama.

WITNESS:

For and in consideration of the Agreement set forth below, the parties hereto agree as follows:

1. Engagement as Governmental Affairs Representative/Consultant. MCC hereby retains and engages CDG to provide governmental affairs consulting services. CDG hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence January 1, 2019 and shall terminate December 31, 2019.
3. Compensation. As compensation for the performance of their obligations under this agreement, MCC agrees to pay a consulting fee through the term hereof in the amount of \$77,500.00 on an annual basis, un-diminished by withholding or other taxes. Payment shall be made in monthly installments with the payments becoming due and payable on the first day of each month.
4. Compliance with the Law. CDG will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended) and at all times pertinent to this agreement, will assure that all applicable laws and requirements governing the relationship between MCC and CDG are met.
5. Relationship. The relationship of the parties hereto is that of independent contractor and not that of employer and employee.
6. No Conflicts of Interest. CDG understands the unique representation required by the firm hereunder and accordingly will not undertake to consult with or otherwise represent any other entity, organization or company in a matter of the interest of such entity, organization or company with respect to such matter are adverse to the interests of MCC.

7. Confidentiality. CDG shall not, without the written consent of MCC, disclose to any person, confidential, proprietary or any information concerning MCC's business, financial or other affairs. MCC shall not, without written consent of CDG disclose to any person confidential proprietary or any other information concerning CDG's business, financial or other affairs except for the terms and conditions of this contract.
8. Modification. No modification amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and signed by each of the parties hereto.
9. Entire Agreement. This instrument constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be duly executed on the ____ day of _____, 2018.

Crosby Drinkard Group, LLC

Montgomery County Commission

Cassandra Crosby

Elton N. Dean, Sr., Chairman

Ron Drinkard

AGENDA

DEC - 3 2018

Agenda Item Number 4 – Consider Authorization of the 2019 Proposed Legislative Agenda,
County Commission

Final Bills are to be discussed during the County Commission
Information Session on December 3, 2018

DEC - 3 2018



Central Alabama Regional Planning and Development Commission

Jiles Williams, Jr.
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: November 14, 2018

RE: CDBG Project No. CY-CM-RR-18-017
Eastwood Villa Housing Rehabilitation – Phase 2
CARPDC Agreement & Delegation of Authority

As you are aware, the 2018 CDBG grant application for housing rehabilitation in the Eastwood Villa community has been recently approved by ADECA. I am therefore attaching an Agreement and authorizing Resolution for consideration between CARPDC and Montgomery County Commission for grant administration and housing inspection services. With the previous grant in Eastwood Villa the County also executed a Delegation of Authority (also attached) for CARPDC to act as the "Agent" for complete administration including payment of all invoices for the project. As a reminder from that previous grant project, the County Commission's finance office will only need to receive and deposit State checks and then process them out by cutting checks to CARPDC for the full amount of the checks received so that we can then process payments.

I am requesting that this information be placed on the work session agenda for the 11/19/2018 meeting so that I may brief the Commissioners. If all goes well, I look forward to approval of the Resolution, Agreement, and Delegation of Authority at the 12/3/2018 meeting. Therefore, please accept the attached documents for presentation at Monday's meeting. Thank you for your consideration and please let me know if you have questions.

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission intends to directly contract with the Central Alabama Regional Planning and Development Commission (CARPDC) to provide administration services for the newly funded Community Development Block Grant (CDBG) Project No. CY-CM-RR-18-017 for housing rehabilitation improvements to approved households in the Eastwood Villa community of the County, as funded by the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, based on CARPDC's governmental status and that CARPDC has not been debarred and has no exclusions registered on the System for Award Management (www.SAM.gov), the County may directly contract with CARPDC; and

WHEREAS, it has been determined that it is in the best interest of the Montgomery County Commission to enter into a contract with CARPDC for complete administration of the project as well as execute a Delegation of Authority allowing for such.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission, as follows:

SECTION 1. That, the acceptance of the contract for the provision of professional administration services for FY 2018 CDBG Project No. CY-CM-RR-18-017, which will provide housing rehabilitation improvements for approved homeowners in the Eastwood Villa community, has been determined to be in the best interest of the Montgomery County Commission, and that the proposed fee has been accepted as reasonable based on the complexity of the project.

SECTION 2. That the Montgomery County Commission execute a Delegation of Authority allowing CARPDC to provide complete administration of the project and enter into an agreement with CARPDC for the provision of said professional administration services.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute said agreement on behalf of the Montgomery County Commission.

PASSED, ADOPTED AND APPROVED this the 3rd day of December, 2018.

ATTEST:

Elton N. Dean, Sr.
Chairman

Donald Mims
County Administrator

DELEGATION OF AUTHORITY
between the
Montgomery County Commission
and the
Central Alabama Regional Planning and Development Commission

By means of this **Delegation of Authority**, the Montgomery County Commission (County) hereby authorizes the Central Alabama Regional Planning and Development Commission (CARPDC) to act as the Agent for the complete administration of the Eastwood Villa Housing Rehabilitation Project (Project) funded by the Community Development Block Grant (CDBG) – Grant Number CY-CM-RR-18-017. Such administration is inclusive of all funding involved in the project, including the client participation or “Match” funds. The delegation is based on the following terms and conditions:

1. The agreement subject to this delegation is specifically and exclusively for the above-referenced project.
2. The duties and responsibilities transferred to CARPDC as a result of this delegation includes general program compliance, Housing and Urban Development (HUD) and State of Alabama coordination, monitoring reviews, comprehensive financial management and controls and record keeping.
3. The effective date of this delegation is **December 3, 2018** and will remain in effect until such time as either or both parties formally dissolve this delegation or such time of the complete expenditure of the Project’s grant funds.
4. The authority delegated herein is not subject to sub-delegation without the County's prior and express written consent.
5. This delegation is made pursuant to Montgomery County Commission approval.

IN WITNESS WHEREOF, the County and CARPDC have caused this delegation to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald L. Mims
County Administrator

Leslie York

STATE OF ALABAMA

MONTGOMERY, ALABAMA

AGREEMENT

between the

Montgomery County Commission

and the

Central Alabama Regional Planning and Development Commission

THIS AGREEMENT is entered into as of this 3rd day of **December 2018**, between the **Montgomery County Commission**, hereinafter called the "County" or "Local Government" and the **Central Alabama Regional Planning and Development Commission**, hereinafter called "CARPDC" or "Contractor", a non-profit, public agency operating under the laws of the State of Alabama, with its offices located at 430 South Court Street, Montgomery, Alabama 36104.

WHEREAS, the County desires to engage CARPDC to render administration and housing inspection services hereinafter described in connection with a project funded, in part, by the Alabama Department of Economic and Community Affairs (ADECA) entitled Housing Rehabilitation Improvements for Eastwood Villa, **CDBG Project No. CY-CM-RR-18-017**, hereafter referred to as the CDBG Project.

NOW, THEREFORE, the County and CARPDC mutually agree as follows:

EMPLOYMENT OF CARPDC

The County agrees to engage CARPDC, and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in connection with the County's CDBG Project.

SCOPE OF SERVICES

General Administration

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project administration services hereinafter described. CARPDC further agrees that the project administration services performed under this Agreement shall satisfy the requirements of the ADECA.

CARPDC shall:

1. Establish and maintain project files to properly document all project activities and to satisfy the requirements of ADECA.
2. Coordinate and prepare, within the expertise of CARPDC, those documents necessary to satisfy environmental requirements imposed on the County, and as required to comply with project modifications. CARPDC will not be responsible for full environmental impact statements or mitigation measures.

3. Coordinate the efforts of the County, consultants, construction contractors, and other appropriate individuals to assist with the timely completion of said CDBG Project.
4. Document and provide assurance that CARPDC is in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Said documentation will include a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between CARPDC and Homeland Security.
5. Assist in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. This compliance will include the following:
 - A. review of all contracts and subcontracts for inclusion of compliance language;
 - B. verify that the original "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491)" is maintained in the CDBG program files for review at monitoring; and
 - C. establish and maintain files for all vendors, contractors, and subcontractors that will contain a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between the named party and Homeland Security.
6. Prepare, for the County's approval, all administrative reports, which are required by ADECA and other agencies in connection with this CDBG Project (e.g. quarterly status reports, financial reports, etc.) except audits, engineering reports and other reports which require specialized knowledge in fields other than planning and grant administration.
7. Monitor the CDBG Project for compliance with labor, if applicable, equal opportunity, and nondiscrimination provisions, which may include reviewing contractor/ subcontractor payrolls, construction signs and taking photographs to document signage.
8. Advise the County of federal requirements for property acquisition and relocation, if applicable, and assist with implementation where necessary.
9. Monitor the progress of the CDBG Project and report to the County on a quarterly or as needed basis.
10. Inform the County of the need for official action in connection with the ADECA grant and applicable deadlines in sufficient time for the County to respond. CARPDC will not be responsible for any loss of any nature if the County fails to comply with deadlines so reported to the County.
11. Track project expenditures (from all sources of funds) and review and indicate, prior to payment, that all disbursements from grant funds are eligible costs. Advise the County as to the proper procedures for drawing on its letter of credit.
12. Attend all CDBG Project related meetings as necessary to include the bid opening and preconstruction conference, if applicable.

Housing Rehabilitation Inspection

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project housing rehabilitation inspection services hereinafter described. CARPDC further agrees that the project housing rehabilitation inspection services performed under this Agreement shall satisfy the requirements of ADECA.

CARPDC shall:

1. Inspect each housing unit identified by the CDBG project administrator as eligible for housing rehabilitation assistance under the terms of the contract, to determine the type and estimated cost of the work necessary to bring the property into compliance with existing codes/guidelines, and lead-based paint hazards compliance. Complete a needs assessment based on the program's guidelines and provide a corresponding estimated cost.
2. Meet with the homeowner/tenant to discuss the proposed rehabilitation work to be completed and obtain feedback and document concerns/recommendations.
3. Ensure all rehabilitation contractors have on-file with CARPDC all current and appropriate licenses and insurances, are E-verified, and cross referenced through the System for Award Management at www.SAM.gov making sure none are debarred from performing government-funded work.
4. Prepare bid documents (scopes of work) based on the needs assessment and form construction bid packages. Will ensure all state procurement rules and regulations are adhered to. Will receive bid responses from all qualified contractors and issue Authorizations to Proceed based on winning bids.
5. Conduct preconstruction meetings with bid-winning contractor to ensure objectives and timeframes are understood and adhered to. Also be responsible for the execution of the rehabilitation contract between the homeowner and bid-winning contractor.
6. Periodically inspect the rehabilitation contractor's work in-progress and make report of findings, if applicable. Prepares punch list of deficient items for contractor.
7. Analyze requested change orders and approve or disapprove those requests. If approved, will ensure change orders are adequately funded and inform homeowner as necessary.
8. Submit to the project administrator contractor invoices for payment on each completed and approved housing unit. An approved final inspection and other required close out documents are a prerequisite for contractor payment. In recommending payment of the final invoice, the Inspector will submit an approved final written inspection.
9. Attend County meetings and report on the progress of the project as needed and/or requested.

The County shall:

1. Designate an individual to serve as CARPDC's point of contact and to coordinate

and report all County decisions pertaining to the CDBG Project to CARPDC.

2. Ask ADECA to appoint CARPDC as their official contact person on the CDBG Project.
3. Provide working and file space for CARPDC as necessary to administer and monitor the CDBG Project.
4. Open and maintain a separate bank account(s) into which all funds pertaining to the grant, whether from ADECA or other funding sources will be deposited and from which all checks in payment of activities performed under the grant will be written. If a separate account is not opened, the County will appropriately code, to a specifically established project code for this project, all project related transactions within the County's accounting program/system.
5. Maintain all accounting books and records that are required under the grant and provide for an audit of books as directed by ADECA.
6. Provide all necessary legal services and opinions.
7. Adhere to all applicable federal requests and Executive Orders with respect to equal rights, equal employment opportunity, and nondiscrimination with respect to race, creed, color, origin, ethnic background, or disability.
8. Provide for all necessary engineering services on the CDBG Project, if applicable.
9. Provide information, files, and data that are necessary for CARPDC to administer this CDBG Project in a timely manner.

CHANGES

Either party may request changes to all or part of this Agreement. Such changes, including any increase or decrease in the amount of compensation, must be mutually agreed upon by both parties and approved by the ADECA, if required. Such changes shall be incorporated in written amendments to this Agreement.

TIME OF PERFORMANCE

The services required shall commence upon execution of this Agreement and will be continuous until all aspects of the County's ADECA CDBG project have been completed and closed out.

CONFLICT OF INTEREST

CARPDC covenants that it does not have an interest nor shall acquire interest, either direct or indirect, in the project area, any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services required by this agreement. CARPDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

No member of the governing body of the locality and any other officer, employee, or

agent of the locality who exercises any functions or responsibilities in connection with the planning, implementation, and housing inspection of the CDBG Project shall have any personal financial interest, either direct or indirect, in this Agreement; and the CARPDC shall take appropriate steps to assure compliance.

PERSONNEL

CARPDC has, or will secure at its own expense, the personnel required to perform the services described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Project managers assigned by CARPDC to direct the program will have at least one (1) year practical experience in administering federal grants.

All of the services required under this agreement will be performed by the CARPDC or under CARPDC's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the County. Any work or services subcontracted under this Agreement shall be specified by written Agreement and shall be subject to each provision of this Agreement.

FINANCIAL

1. Total Administration Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the administration services rendered. The County agrees to pay CARPDC an amount not to exceed \$32,000.00.

2. Total Housing Rehabilitation Inspection Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all service delivery costs attributable to items identified under SCOPE OF SERVICES, Housing Rehabilitation Inspection, at the rate of \$1,800.00 per house rehabilitated through the project.

3. Method of Payment

Payment shall be made by the County upon presentation of written statements certifying that such amounts are due and payable. Any and all invoices shall be paid with CDBG grant funds immediately upon receipt of State funds received through the State's drawdown process.

4. Inspections and Audits

At any time during normal business hours and as often as the County, ADECA, the Secretary of the Department of Housing and Urban Development, and/or the Comptroller General of the United States or any of their duly authorized representatives, may deem necessary, there shall be made available for examination all of the records with respect to all matters covered by this Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CARPDC shall provide one (1) copy of audit reports covering the CDBG Project period to the County for inclusion in the project files. The County agrees to provide any required audit of their transactions at their own expense.

CARPDC agrees to retain and allow access to such records for a period of five (5) years following completion of the CDBG Project.

5. Assignability

CARPDC shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County. However, claims for money due, or to become due, to CARPDC from the County under this Agreement may be assigned to a financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

TERMINATION OF AGREEMENT

1. Termination for Convenience

This Agreement may be terminated for the convenience of the County or CARPDC by submitting written notice to the other party sixty (60) days in advance of the date which the County or CARPDC desires the Agreement to be terminated. Upon such termination CARPDC shall be entitled to administration compensation that bears the same ratio to the total compensation provided herein as the work performed bears to the total work called for under this Agreement, but not more than \$32,000.00. In addition, CARPDC shall be entitled to housing rehabilitation inspection compensation that correlates to the number of houses rehabilitated, but not more than \$1,800.00 per house completed.

2. Termination of Contract for Cause/Breach of Contract

If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the County, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CARPDC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by CARPDC, and the County may withhold any payments to CARPDC for the purpose of set-off until such time as the exact amount of damages due the County from CARPDC is determined.

TERMS AND CONDITIONS

Part II – Terms and Conditions is hereby made a part of this Agreement and CARPDC and the County agree to comply with all terms and conditions thereof.

IN WITNESS WHEREOF, the County and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald L. Mims
County Administrator

Leslie York

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause / Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contractor determines that the Local Government has not provided contractual support as necessary for completion of services required herein, then the Contractor may also be able to terminate the contract with five (5) days written notice to the Local Government. Upon termination by the Contractor, compensation will be negotiated and payment made for work performed.

In such event (upon payment as outlined in the "Financial" section of this agreement and subject to this clause), all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Local Government, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Government for damages sustained by the Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Government from the Contractor is determined.

2. Termination for Convenience

The Local Government or Contractor may terminate this agreement at any time by submitting a ten (10) day notice in writing to the other party. If the agreement is terminated by either party as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the Contractor, the "Termination of Agreement" section and relative to this clause shall apply. In such event, all finished or unfinished documents and other materials as described herein (upon payment as outlined in the "Financial" section and subject to this clause), shall, at the option of the Local Government, become its property.

If the agreement is terminated by the Local Government as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Contractor shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this agreement) incurred by the Contractor during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of the Contractor, sections related to "Termination of Contract for Cause/Breach of Contract" relative to termination shall apply.

3. Indemnification

To the fullest extent permitted by law, the Local Government shall defend, indemnify, and

hold harmless Contractor, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of the Local Government, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Local Government, its agents, employees, consultants, council members and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of Contractor, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

4. Reports and Information

The Contractor, at such times and in such forms as the Local Government may require, shall furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

6. Copyright

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. Compliance With Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold the Local Government harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

8. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Government to assure proper accounting for all project funds, both CDBG and non-CDBG shares.

These records will be made available for audit purposes to the Local Government or any authorized representative, and will be retained for five (5) years after the expiration of this Contract unless permission to destroy them is granted by the Local Government.

9. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11. Conflict of Interest Clauses

Interest of Members of a Local Government – No member of the governing body of the Local Government and no other officer, employee, or agent of the Local Government who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials – No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Consultant and Employees – The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Lobbying Activities and Disclosure – The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The Contractor in the award documents for all subawards (as allowed for herein) at all tiers (including shall require that the language of this certification be included subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

12. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers:

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

13. Age Discrimination Act of 1975 (for Contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Section 3 Plan Format (for Contracts \$10,000 and Above)

CARPDC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses with the Montgomery County Commission.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Local Government the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, HomeCounty Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- * D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- * E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list all project workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

16. Executive Order 11246, Section 202 Equal Opportunity Clause (Contracts Above \$10,000)

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor

* Loans, grants, contracts and subsidies for less than \$10,000.00 will be exempt.

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Government setting forth the provisions of this non-discrimination clause.

- B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 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 the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Local Government's Department of Housing and Community Development 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 noncompliance clause of this Contract or with any of such 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 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 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 Local Government's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

17. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and Under)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Contractor shall incorporate foregoing requirements in all subcontracts.

18. Section 402, Vietnam Veterans Act of 1974 (Contracts of \$10,000 or more)

The contractor agrees to provide affirmative action for disabled veterans and veterans of the Vietnam Era, as set forth in Section 402 of the Vietnam Veteran's Act of 1974 (as amended).

19. Non-Segregation of Facilities

The contractor certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

20. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

MCYF

Memo

To: Donald L. Mims, County Administrator

From: Beverly Riddle Wise, Acting Juvenile Court Administrator *BRW*

cc: Brandi K. Alexander, Juvenile Detention Director

Date: November 14, 2018

Re: Department of Youth Services Grant/Subsidy Agreement for 2018-2019

Please see attached Agreement for the Montgomery County Commission to accept the award of \$170,264.00. The DYS funds will provide for one detention bed from each of the following counties: Autauga, Butler, Elmore, Monroe, and Montgomery. The funds are formula driven by Legislative Act 17-228.

Please place this item on the next agenda. Thank you.

State of Alabama

KAY IVEY
GOVERNOR



STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

November 5, 2018

MS Beverly Riddle Wise
Montgomery County Youth Facility
P.O. Box 9219
Montgomery, Alabama 36108

Dear MS Wise:

Please find the enclosed FY 2019 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 18-354. Population numbers are based on the 2010 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P.O. Box 66
Mount Meigs, AL 36057

Sincerely,

A handwritten signature in blue ink, reading "LeTonya Bowman".

LeTonya Bowman
Accounting Director

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2018 – 2019

The Alabama Department of Youth Services hereby awards to **Montgomery County Commission** (hereinafter called Recipient) the total amount of **One hundred seventy thousand, two hundred, sixty-four and no/100 dollars (\$170,264.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Autauga, Butler, Elmore, Monroe, Montgomery**. These funds are formula driven by Legislative Act 18-354 as summarized in the table below.

#	#	Part I	Part II		FY19	2010 U S Census
Beds	COs	\$14,000 per county			TOTAL	Combined County Population
52	5	70,000	100,264		170,264	407,252

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2018.

Accepted by: _____ Title _____

Alabama Department of Youth Services

Steven P. Lafreniere
Executive Director

Legal Counsel
Reviewed for legal form.

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN FEBRUARY 2019, AS AUTHORIZED
BY ACT NO. 2012-256**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, approved April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness during the first full weekend in July 2012 and the last full weekend of February in subsequent years; and

WHEREAS, as required by Code of Alabama 1975, § 11-51-210(e), a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the severe weather preparedness sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2019 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 22, 2019 and ending at twelve midnight on Sunday, February 24, 2019.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the December 3, 2018 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 3rd day of December, 2018.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 3rd day of December, 2018.

Elton N. Dean, Sr.
Chairman

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697

FAX (334) 832-1223

Website www.mc-ala.org

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department

P.O. Box 4779

Montgomery, Alabama 36103-4779

MEMORANDUM

DATE: November 14, 2018

TO: Sherrill Thomas, Finance Director

FROM: Terri Henderson, Revenue Manager *Terri Henderson*
11/14/2018 *Sherrill Thomas*
11-14-18

RE: **2019 Severe Weather Preparedness Tax Holiday, February 22-24, 2019**

Please see copy of the emailed notice attached from the State of Alabama Department of Revenue ("ADOR") dated November 7, 2018 specific to the 2019 Severe Weather Preparedness Sales Tax Holiday. This is the Sales Tax Holiday enacted pursuant to Act No. 2012-256 that was first passed and signed into law on April 26, 2012. The 2019 Severe Weather Preparedness Tax Holiday is scheduled for the weekend of **February 22-24, 2019**. A quick reference sheet of exempt items printed from the ADOR website is also attached.

If we are going to participate in the 2019 Severe Weather Preparedness Tax Holiday, I would respectfully request that this item be included for discussion and/or placed on the agenda for the Montgomery County Commission meeting on November 19, 2018 or as soon as possible thereafter. Please see the Resolution attached that has been drafted for further consideration in this matter for proposed action at the Montgomery County Commission meeting on December 3, 2018. Written notice of our participation and a certified copy of our Resolution and/or notification of our decision not to participate in 2019 will be due back to the ADOR before or **not later than the January 22, 2019** deadline.

Please note the 2019 Severe Weather Preparedness Tax Holiday is in addition to the 2019 Back To School Sales Tax Holiday, which should be subsequently scheduled for the third full weekend in July, 2019, or the weekend of July 19-21, 2019. Please let me know if you need anything further. Thank you in advance for your assistance with this matter.

tah/attachments

Terri Henderson

From: Robbins, Wanda <Wanda.Robbins@revenue.alabama.gov>
Sent: Wednesday, November 7, 2018 4:48 PM
To: Terri Henderson
Subject: 2019 Severe Weather Preparedness Sales Tax Holiday

November 7, 2018

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

2019 Severe Weather Preparedness Tax Holiday February 22-24, 2019

Deadline to notify ADOR: January 22, 2019

The 2019 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 22, 2019, and ends at twelve midnight on Sunday, February 24, 2019. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 22, 2019. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays>

**Your taxpayers want to know if your locality will participate
in the 2019 Weather Preparedness Tax Holiday.**

ACTION REQUIRED:

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 22, 2019.

Participating? - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.
(Sample Ord/Res here: <https://revenue.alabama.gov/sales-use/local-government-forms/>)

Not Participating? - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Wanda Robbins, Room 4311
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: wanda.robbs@revenue.alabama.gov



2019 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its seventh annual Severe Weather Preparedness Sales Tax Holiday, beginning Friday, February 22, 2019 at 12:01 a.m. and ending Sunday, February 24, 2019 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax [may](#) apply.

For more information, [contact us](#) 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

COVERED ITEMS - \$60 or Less, per ITEM		
EXEMPT:		
• AAA-cell batteries • AA-cell batteries • C-cell batteries • D-cell batteries • 6-volt batteries • 9-volt batteries • Cellular phone battery • Cellular phone charger • Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio • Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks	• Tarpaulin • Plastic sheeting • Plastic drop cloths • Other flexible, waterproof sheeting • Ground anchor system, such as bungee cords or rope, or tie-down kit • Duct tape • Plywood, window film or other materials specifically designed to protect window coverings • Non-electric food storage cooler or water storage container • Non-electric can opener	• Artificial ice • Blue ice • Ice packs • Reusable ice • Self-contained first aid kit • Fire extinguisher • Smoke detector • Carbon monoxide detector • Gas or Diesel fuel tank or container
TAXABLE:		
• Coin batteries • Automobile and boat batteries		

A single purchase with a sales price of \$1000 or Less
EXEMPT:
Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{MLS}
DATE: November 7, 2018
RE: Contract No. 51500-17B-006
Offsite Printing of Notices

I request that the attached Amendment No. 2 to Diversified Companies, LLC contract for offsite printing of notices be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 3, 2019 and ending on January 2, 2020.

Diversified Companies, LLC would like to increase prices by 2.8965% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Janet Buskey, Revenue Commissioner.

Attachment

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

Amendment
To
Contract # 51500-17B-006

Amendment No. 2

Contract with Diversified Companies, LLC of Montgomery for offsite printing of notices is hereby extended for one (1) year, beginning January 3, 2019 and ending January 2, 2020.

Prices will increase by 2.8965%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

DIVERSIFIED COMPANIES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007
Phone: 888.407.NACo (6226) x832
Direct: 202.661.8832
Fax: 866.467.1825
EIN# 53-0190321

AGENDA

DEC - 3 2018

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice

Invoice #: 219338
Invoice Date: 10/26/2018

Description

Dues Amount

County Membership Dues

01/01/2019 - 12/31/2019

\$4,587

Thank you for your continued membership in NACo! Your membership enables your county to:

- make an impact on federal policy advocacy,
- access cost-saving solutions,
- connect with best practices & research, and
- impact change on national committees.

Attached to this invoice is your county's NACo Member Benefit Blueprint. This report details current benefits your county receives and provides information on getting more involved.

Thank you, again, for your continued NACo membership! If you need additional information, please contact the Membership team at membership@naco.org or 1-888-407-NACo (6226).

Amount Paid: \$0

Amount Due: \$4,587

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

ID: 1101
Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice #: 219338

Remit Payment To:
National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007

Select the Method of Payment on Reverse Side

We encourage you to submit payments electronically by ACH credit
Bank Routing# (ABA) - 021052053 Account # 93404817

9-1



MTGY CO. COMMS:
NOV 9 '18 AMB:47

Thank you so much for your continued NACo membership!

NACo is your national organization, representing counties in Washington, D.C., just as your state association represents you in the state capital.

NACo provides value to our member counties through:

- Federal Policy Advocacy
- Cost-Saving Solutions
- County Centered Learning & Research
- Member Engagement and Networks

Your membership in NACo connects you with an important support network to help you excel in county government. The ways in which your county is getting value are listed on the enclosed Member Benefits Blueprint.

Let us know if...

- You are not the right person to receive this invoice and kindly share with us who should receive the invoice.
- This invoice does not line up well with your fiscal year or if you anticipate issues with paying your invoice.
- You want to learn about additional ways in which your county and your residents can utilize NACo's many services and programs.

For billing specific questions, contact John Losh, member outreach manager at jlosh@naco.org or call toll free at 1.888.407.NACo (6226) Ext. 832.

We value your membership and will work with you in any way we can to support your needs.

Thank you!

Kimberly A. Hall
Director of Membership
khall@naco.org
202.942.4221

NACo Member

BENEFIT BLUEPRINT



Montgomery County, AL - Annual Dues: \$ 4,587.00

The National Association of Counties (NACo) is your organization, representing counties in Washington, D.C. just as your state association represents you in the state capital. This report highlights your county's current benefits and additional ways to maximize NACo membership.

Federal Policy Advocacy

NACo works to preserve local decision making, strengthen the federal-state-local partnership and stave off unfunded mandates and local preemption in our nation's capital. Below is funding your county receives as a result of NACo's advocacy efforts:

Year	PILT	SCAAP	CDBG	HOME	SRS	USDA RD
2017	\$2,056	TBD			TBD	TBD
2016	\$2,011	\$7,388				\$711,566
2015	\$1,819	\$7,413				\$640,845

Cost-Saving Solutions

NACo's cost-saving solutions are designed to save taxpayer dollars and protect critical resources for your county. Visit www.naco.org/cost-savings to learn about our current programs.



Conference & Professional
Development Savings

Total Saved: \$4,275



Subscription Savings

Total Saved: \$950



Nationwide®
is on your side

Deferred compensation participant

National Committee Participation

NACo members inform national policy and help solve problems impacting counties through our 31 committees, caucuses or task forces. Strengthen America's counties and NACo by joining a committee today at www.naco.org/getinvolved.

Committee	Position	Member
Community, Economic and Workforce Development Steering Committee	Member	Isaiah Sankey
Telecommunications and Technology Steering Committee	Member	Daniel Harris

Program Participation & Recognition

NACo delivers groundbreaking programs for counties. Explore our learning opportunities at <https://www.naco.org/resources/education-training>. NACo's Achievement Award Program is a non-competitive awards program that recognizes innovative county government programs. To learn more and apply, please visit www.naco.org/achievementawards.



Participating County

Thank you for your membership. Please contact the NACo membership team with questions at membership@naco.org or 888.407.NACo (6226).

* MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 12/3/18 - CODE: 001-59320.498									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			34,100	36,350	28,350	15,650	33,550	148,000	
**NC-2019-12	RESCIND: City of Montgomery, BONDS	RESCIND: Gibbs Village West for Senior Program				-1,500		-1,500	
**NC-2019-20	RESCIND: Montgomery Housing Authority	RESCIND: The Terrace for Senior Programs				-750		-750	
NC-2019-41	City of Montgomery, BONDS	Woodley Park Area Association	1,000					1,000	
NC-2019-42	City of Montgomery, BONDS	Carriage Hills Neighborhood Association	1,000					1,000	
NC-2019-43	City of Montgomery, BONDS	Spring Valley/Cross Creek/Valley Village	1,000					1,000	
NC-2019-44	City of Montgomery, BONDS	North Montgomery Neighborhood Alliance for Program Services				4,500		4,500	
		Total Appropriations 12/3/18	3,000	0	0	2,250	0	5,250	
		APPROPRIATED BUDGET BALANCE	31,100	36,350	28,350	13,400	33,550	142,750	
	Administrator	Date							

AGENDA

DEC - 3 2018

AGENDA

DEC - 3 2018

• MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 12/3/18 - CODE: 001-59320.494									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			50,500	70,000	72,000	58,500	66,900	317,900	
BOE-2019-17	Park Crossing High School	Principal's Discretionary Fund for ATC Testing	1,500					1,500	
			1,500	0	0	0	0	1,500	
		Total Appropriations 12/3/18	49,000	70,000	72,000	58,500	66,900	316,400	
		APPROPRIATED BUDGET BALANCE							
	Administrator	Date							

• MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 12/3/18 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			0	69,267	98,000	52,814	61,000	135,750	119,450	536,281
	Total Appropriations 12/3/18		0	0	0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		0	69,267	98,000	52,814	61,000	135,750	119,450	536,281
	Administrator	Date								

DEC - 3 2018

12-1

DEC - 3 2018

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator



SUBJECT: Jail Shower Renovation Bid Award

I request that award of the Bid for renovation of the jail showers in Jail II be awarded to Norris Building Company, per the attached recommendation of Goodwyn, Mills and Cawood, and related contracts be placed on a future agenda. (Copy of Letter and Tabulation of Bids attached.)

Attachments



Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

November 15, 2018

Mr. Donald Mims, County Administrator
MONTGOMERY COUNTY COMMISSION
P.O. Box 1667
Montgomery, AL 36102

REFERENCE: **SHOWER REPAIR – BID & POSSIBLE V.E. ITEMS**

PROJECT: SHOWER RENOVATION AT THE MONTGOMERY COUNTY DETENTION FACILITY
MONTGOMERY, ALABAMA
GMC PROJECT NO.: AMGM160069

Dear Mr. Mims:

We received the bids for this project on October 18, 2018. Attached to this letter is the certified bid tab that conveys the results of the bids that were received on this day. Norris Building Company is the apparent low bidder with a construction cost of \$1,805,660. As you are aware, this amount is considerably higher than the anticipated budget of \$1,125,000.00. Based on these results, we began discussions with the apparent low bidder and their selected subcontractors to see what items could be offered up for value engineering (VE) on this project. Their list of possible VE items is attached to this letter.

We have conducted several meetings and phone calls with both the contractor and their subcontractors to properly evaluate these VE items and confirm that these items will not affect the overall project's objectives and the desired quality to be achieved. After these discussions, we would recommend the Owner accept items 1-5 on the attached list. It is also our recommendation to pull the cost for the new floor drains from the project since these drains will likely not be required once the shower repairs are complete. However, we do see that the trench drains will provide a great benefit to the overall project objective of containing the water within the shower units for the Booking Department in the county jail. Thus, we recommend that the Owner not accept the cost to remove the trench drains from the project.

The total cost of VE items based on our recommendations above and the prices we have received from the contractor comes to \$164,694.00, thus the new cost of construction would then be \$1,640,966.00. If you find this price acceptable, please notify us and we will begin drafting the contract for construction with Norris Building Company.

We appreciate the opportunity to help resolve this matter for the county and its employees. Please let us know if you have any questions or concerns regarding this project.

Sincerely,
GOODWYN MILLS & CAWOOD, INC.


Freddie E. Lynn, Jr., AIA
Senior Vice President

cc: Bill Wallace, Chris Murphy, David Langford

Building Communities

13-2

MONTGOMERY COUNTY JAIL
SHOWER RENOVATIONS
FOR THE MONTGOMERY COUNTY
COMMISSION
MONTGOMERY, ALABAMA
GMC PROJ. NO. AMCM160069

BID DATE: October 18, 2018

2:00 PM

Page 1 of 1

BASE BID:

TOTAL:

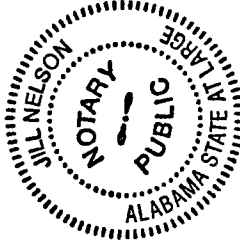
Beasley Construction Services, Inc.	Norris Building Co., Inc.	Russell Construction Co. of Alabama	Stallings & Sons, Inc.
8560 Tuskegee Street Montgomery, AL 36107	PO Box 20667 Montgomery, AL 36120	1616 Mt. Meigs Road Montgomery, AL 36107	1140 Newell Parkway Montgomery, AL 36110
AL LICENSE NO.: BID BOND BY:	AL LICENSE NO.: 11575 BID BOND BY: Hartford Accident & Indemnity Co.	AL LICENSE NO.: 14973 BID BOND BY: Hartford Accident & Indemnity Co.	AL LICENSE NO.: 12809 BID BOND BY: Travelers Casualty & Surety Co.
NOTATIONS: No Bid Received	NOTATIONS: None	NOTATIONS: None	NOTATIONS: None
<u>ITEMS RECEIVED</u>	<u>ITEMS RECEIVED</u>	<u>ITEMS RECEIVED</u>	<u>ITEMS RECEIVED</u>
☐ PROPOSAL FORM	☒ PROPOSAL FORM	☒ PROPOSAL FORM	☒ PROPOSAL FORM
☐ BID BOND	☒ BID BOND	☒ BID BOND	☒ BID BOND
☒ ATTACHMENT A	☒ ATTACHMENT A	☒ ATTACHMENT A	☒ ATTACHMENT A
☒ ATTACHMENT B	☒ ATTACHMENT B	☒ ATTACHMENT B	☒ ATTACHMENT B
☒ ATTACHMENT C	☒ ATTACHMENT C	☒ ATTACHMENT C	☒ ATTACHMENT C
☐ E-VERIFY	☒ E-VERIFY	☒ E-VERIFY	☐ E-VERIFY
☐ ACKNOWLEDGED ADDENDA 1-2	☒ ACKNOWLEDGED ADDENDA 1-2	☒ ACKNOWLEDGED ADDENDA 1-2	☒ ACKNOWLEDGED ADDENDA 1-2
BIDS	BIDS	BIDS	BIDS
NOTATIONS	NOTATIONS	NOTATIONS	NOTATIONS
SUB-TOTALS	SUB-TOTALS	SUB-TOTALS	SUB-TOTALS
	\$ 1,805,660	\$ 2,112,824	\$ 1,897,100
	\$1,805,660	\$2,112,824	\$1,897,100
NO BID RECEIVED			
	\$1,805,660	\$2,112,824	\$1,897,100

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

Gregory P. (Chuck) Jones, AIA
Gregory P. (Chuck) Jones, AIA
Alabama Registration No. 3693

Sworn before me this 18th day of October, 2018

Jim Nelson
Jim Nelson
My commission expires July 21, 2021





Montgomery County Jail Renovation

Proposed Value Engineering

Revised date of 11/13/18

- | | |
|--|-------------------|
| 1. Change floor leveling from Ardex K-15 to Laticrete NXT level: | Deduct \$11,018 |
| 2. Change stainless steel exhaust duct to aluminum: | Deduct \$16,381 |
| 3. Change 13 each shower units from SH-1 to SH-2: | (-) 41,250 |
| Delete welding on interior of 13 each SH-1: | <u>(-) 15,000</u> |
| Total deduct: | \$56,250 |
| 4. Delete welding on the interior of the 27 each knock down shower units. Use bolts for connection of panels. This count includes 15 each SH-1 , 6 each SH-3 and 6 each SH-4 shower units: | Deduct \$31,200 |
| 5. Delete all plumbing mixing valves: | Deduct \$6,300 |
| Proposed unit price to add back mixing valves: | Add \$90.00/each |

Information Requested:

- | | |
|-------------------------------|----------|
| 1. Cost of new floor drains: | \$43,545 |
| 2. Cost of new trench drains: | \$29,540 |

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: November 8, 2018

RE: Invitation to Bid No. 53000-19B-005
Crushed Stone

I request approval of award on the above referenced Invitation to Bid, to the only bid of Stephens Construction & Concrete in the amount of \$267.25, based on unit pricing for crushed stone, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer.

Attachment

14-2

Page 1

Abstract for kid-Crushed Stone

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 53000-19B-005

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 4th day of January 2019, between Stephens Construction & Concrete of Luverne, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Stephens Construction & Concrete agrees to furnish Crushed Stone for the Montgomery County Commission, Engineering Department in accordance with all provisions of Invitation to Bid No. 53000-19B-005, as issued by the Montgomery County Commission on October 18, 2018, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Stephens Construction & Concrete and Montgomery County Commission agree as follows:

1. That Stephens Construction & Concrete will furnish Crushed Stone in accordance with all specifications and provisions of the above referenced Invitation to Bid.
2. That the Contract will begin on January 4, 2019 and will end on January 3, 2020, with the option to renew for two (2) years, in one (1) year periods.
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Stephens Construction & Concrete shall have the right to terminate this agreement at any time during the contract period with a sixty (60) day written notice by either party.
5. Stephens Construction & Concrete agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Stephens Construction & Concrete, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Stephens Construction & Concrete, its employees, agents and officers. Stephens Construction & Concrete agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense.

Stephens Construction & Concrete also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS:

STEPHENS CONSTRUCTION &
CONCRETE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: November 9, 2018

RE: Invitation to Bid No. 52200-19B-003
Inmate Uniforms

I request approval of award on the above referenced Invitation to Bid to the only bid of Uniform Manufacturing, Inc. in the amount of \$3,284.75, based on unit pricing for imported inmate uniforms, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

ABSTRACT FOR BIDS: 22 BIDS EMAILED													
INVITATION TO BID NO: 52200-198-003; Inmate Uniforms													
DATE ISSUED: 10/12/2018													
DATE OPENED: 11/2/2018													
REQUESTING DEPARTMENT: Sheriff- Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID #1		BID #2		BID #3		BID #4		BID #5	
				30-45 days	ARO	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Made In USA												
1	Shirt: Lt. Blue S-2XL		25										
2	Shirt: Lt. Blue 3XL -6XL		25										
3	Shirt: Lt. Blue 8XL		25										
4	Shirt: Lt. Blue 10 XL		25										
5	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 12XL		25										
6	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 14XL		25										
7	Trousers: Lt. Blue S-2XL		25										
8	Trousers: Lt. Blue 3XL-6XL		25										
9	Trousers: Lt. Blue 8XL		25										
10	Trousers: Lt. Blue 10XL		25										
11	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 12XL		25										
12	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 14XL		25										
13	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped S-2XL		25										

Notes:

Charm-Text: Vendor failed to provide samples per bid specifications

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-18B-003, Inmate Uniforms				Uniforms Manufacturing Inc. 7575 E. Redfield Rd #131 Scottsdale, AZ 85267-2716 (480) 368-9316 Attn: Lytasha Watson Is Company Minority Owned Yes X No		Charm-tex Disqualified Is Company Minority Owned X Yes No		Mac Uniforms No Bid					
DATE ISSUED: 10/12/2018													
DATE OPENED: 11/2/2018													
REQUESTING DEPARTMENT: Sheriff- Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:				30 to 45 days ARO		per request		7 to 30 days ARO					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Imported												
1	Shirt: Lt. Blue S-2XL		25	\$5.30	\$ 132.50								
2	Shirt: Lt. Blue 3XL -6XL		25	\$5.30	\$ 132.50								
3	Shirt: Lt. Blue 8XL		25	\$5.50	\$ 137.50								
4	Shirt: Lt. Blue 10 XL		25	\$6.00	\$ 150.00								
5	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 12XL		25	\$5.40	\$ 135.00								
6	Shirt: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 14XL		25	\$6.00	\$ 150.00								
7	Trousers: Lt. Blue S-2XL		25	\$5.40	\$ 135.00								
8	Trousers: Lt. Blue 3XL-6XL		25	\$5.40	\$ 135.00								
9	Trousers: Lt. Blue 8XL		25	\$5.60	\$ 140.00								
10	Trousers: Lt. Blue 10XL		25	\$6.00	\$ 150.00								
11	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 12XL		25	\$5.99	\$ 149.75								
12	Trousers: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped 14XL		25	\$6.50	\$ 162.50								
13	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue and Black and white Striped S-2XL		25	\$15.00	\$ 375.00								

Notes:

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52200-19B-003

THIS CONTRACTUAL AGREEMENT made and entered into on the 21st day of December 2018, by and between Uniforms Manufacturing, Inc. of Scottsdale, Arizona and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Uniforms Manufacturing, Inc. agrees to furnish Inmate Uniforms for the Montgomery County Detention Facility and Montgomery County Youth Facility in accordance with all the provisions of Invitation to Bid No.52200-19B-003 as issued by the Montgomery County Commission on October 12, 2018 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Uniforms Manufacturing, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on December 21, 2018 and will end on December 20, 2019 with an option to renew for two (2) years, in one (1) year periods, providing funds are available by the Montgomery County Commission.
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Uniforms Manufacturing, Inc. may terminate this agreement with a sixty (60) day written notice by either party.
5. That Uniforms Manufacturing, Inc. will furnish inmate uniforms at prices stipulated in Invitation to Bid No. 52200-15B-032.
6. That Uniforms Manufacturing Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
7. That during the contract period, Acme Supply Co., Ltd. shall pay for fabric lab testing to certify compliance with specifications if required by the Montgomery County Detention Facility.

8. If a Dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Uniforms Manufacturing, Inc.
9. Uniforms Manufacturing, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Uniforms Manufacturing, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Uniforms Manufacturing, Inc., its employees, agents and officers. Uniforms Manufacturing, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Uniforms Manufacturing, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
10. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS:

UNIFORMS MANUFACTURING, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: November 14, 2018

RE: Invitation to Bid No. 53104-19B-004
Traffic Signage & Supplies

I request approval of award on the above referenced Invitation to Bid to the only bid of Vulcan Inc. dba Vulcan Signs in the amount of \$11,510.65, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer

Attachment

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 53104-19B-004

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 4th day of January 2019, between Vulcan Signs of Foley, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Osburn Associates, Inc. agrees to furnish Traffic Signage and Supplies to the Montgomery County Commission, Engineering Department in accordance with all provisions of Invitation to Bid No. 53104-19B-004, as issued by the Montgomery County Commission on October 18, 2018, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Osburn Associates, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on January 4, 2019 and will end on January 3, 2020, with the option to renew for two (2) years, in one (1) year periods
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Vulcan Signs shall have the right to terminate this agreement at any time during the contract period with a sixty (60) day written notice by either party.
5. That Vulcan Signs will furnish traffic signs and supplies to the Engineering Department at prices stipulated in Invitation to bid No. 53104-19B-004.
6. That Vulcan Signs shall at all times be in compliance with all specifications and special provisions of the Invitation to bid.
7. Vulcan Signs agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of

Vulcan Signs, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Vulcan Signs, its employees, agents and officers. Vulcan Signs agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Vulcan Signs also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 3rd day of December 2018.

WITNESS:

VULCAN SIGNS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

DEC - 3 2018

November 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Award of Request for Proposal to Alliance Insurance Group

The Montgomery County Commission, at its meeting on November 19, 2018, agreed to place on the next agenda the Award of Request for Proposal (RFP) to Alliance Insurance Group to Administer the Montgomery County Commission's Flexible Spending Account/Dependent Care Account/Health Reimbursement Account.

I am requesting that the County Commission approve the Adoption Agreement for the Cafeteria Plan, the Administration Fee Agreement and the FSA New Client Checklist.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE



Alliance Insurance Group
Employee Benefit Consultants

November 29, 2018

Re: Flexible Spending Account/Health Reimbursement Account Administration

Dear Chairman Dean and Fellow Commissioners:

Thank you for the opportunity to administer the Flexible Spending Account and Health Reimbursement Account for Montgomery County. We look forward to working with the group and its employees. In order to implement the plans, we will need the following forms completed and returned to Alliance Insurance Group as soon as possible for a January 1, 2019 effective date:

- FSA New Client Checklist- this document is used to determine the plan guidelines for the group.
- Administration Fee Agreement Form- this document indicates the final agreed upon administration costs for the plan.
- Adoption Agreement- this form is used to create the plan documents

Should you ever have any questions in regards to the administration of the Flexible Spending Account and/or the Health Reimbursement Account, please feel free to contact us at your convenience.

Again, thank you for this opportunity to provide the administration for this important benefit plan. We are looking forward to a successful year.

Regards,

Kelli Burt
FSA Administrator

6730 Taylor Court
Montgomery, AL 36117
Phone: 334-396-3960
Toll Free: 866-396-3967
Fax: 334-396-7767
www.allianceinsgroup.com

17-2

**ADOPTION AGREEMENT
CAFETERIA PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): _____
2. Address: _____
3. City: _____ 4.State: _____ 5. Zip: _____
6. Phone number: _____ - _____ 7. Fax number: _____ - _____
8. Plan Sponsor EIN: _____ - _____
9. Plan Sponsor fiscal year end: _____
- 10a. Plan Sponsor entity type:
 - i. ☐ C Corporation
 - ii. ☐ S Corporation
 - iii. ☐ Non Profit Organization
 - iv. ☐ Partnership
 - v. ☐ Limited Liability Company
 - vi. ☐ Limited Liability Partnership
 - vii. ☐ Sole Proprietorship
 - viii. ☐ Union
 - ix. ☐ Government Agency
 - x. ☐ Other: _____
- 10b. If 10a.viii (Union) is selected, enter name of the representative of the parties who established or maintain the Plan: _____
11. State of organization of Plan Sponsor: _____
- 12a. The Plan Sponsor is a member of an affiliated service group:
☐ Yes ☐ No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor): _____
- 13a. The Plan Sponsor is a member of a controlled group:
☐ Yes ☐ No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION.

1. Plan Number: _____
 2. Plan name:
 - a. _____
 - b. Cafeteria Plan
 3. Effective Date:
 - 3a. Original effective date of Plan: _____
 - 3b. Is this a restatement of a previously-adopted plan?
☐ Yes ☐ No
 - 3c. If A.3b is "Yes", effective date of Plan restatement: _____
- NOTE:** If A.3b is "No", the Effective Date shall be the date specified in A.3a, otherwise the date specified in A.3c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

- 4a. **Plan Year** means each 12-consecutive month period ending on _____ (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
- 4b. The Plan has a short plan year:
☐ Yes ☐ No
- 4c. If A.4b is "Yes", the short plan year begins _____ and ends on _____.
5. Is the Plan Subject to ERISA?
☐ Yes ☐ No

Plan Features

- 10a. **Premium Conversion Account.** Contributions to fund a Premium Conversion Account are permitted (Section 4.01) (If "No", questions regarding Premium Conversion Accounts are disregarded.):
☐ Yes ☐ No
- 10b. If A.10a is "Yes", select the types of Contracts for which a Participant may seek reimbursement under Section 4.01:
- i. ☐ Employer Group Medical
 - ii. ☐ Employer Dental
 - iii. ☐ Employer Vision
 - iv. ☐ Employer Disability
 - v. ☐ Employer Group Term Life
 - vi. ☐ Individually - Owned Dental
 - vii. ☐ Individually - Owned Vision
 - viii. ☐ Individually - Owned Disability
 - ix. ☐ Other
- 10c. If A.10a is "Yes" and A.10b.ix (other contracts) is selected, describe other types of Contracts: _____.
- 11a. **Health Care Reimbursement Account.** Contributions to fund a Health Care Reimbursement Account are permitted (Section 4.02) (If "No", questions regarding Health Care Reimbursement Accounts are disregarded.):
☐ Yes ☐ No
- 11b. **HSA Account.** Contributions to fund an HSA Account are permitted (Section 4.08):
☐ Yes ☐ No
12. **Dependent Care Assistance Account.** Contributions to fund a Dependent Care Assistance Account are permitted (Section 4.03) (If "No", questions regarding Dependent Care Assistance Accounts are disregarded.):
☐ Yes ☐ No
- NOTE:** The maximum amount of expense that may be contributed/reimbursed in any Plan Year for the Dependent Care Assistance Account is the maximum amount permitted by federal tax law (\$5,000 or \$2,500 if the Participant is married and filing a separate federal tax return).
13. **Adoption Assistance Account.** Contributions to fund an Adoption Assistance Account are permitted. (Section 4.04) (If "No", questions regarding Adoption Assistance Accounts are disregarded.):
☐ Yes ☐ No
- NOTE:** The maximum amount of expense that may be contributed/reimbursed for the Adoption Assistance Account is the maximum amount permitted by federal tax law for the prior year (\$10,960 for Plan Years beginning in 2006). The annual limit shall be reduced for adoption assistance expenses incurred any prior Plan Year.

Simple Cafeteria Plan

15. **Is the Plan a simple cafeteria plan as defined in Code section 125(j):**
☐ Yes ☐ No
- NOTE:** In order to be a simple cafeteria plan, the Employer must be an eligible employer (as defined in Code section 125(j)(5)) and the Plan must meet certain contribution, eligibility and participation requirements.

B. ELIGIBILITY.

Exclusions/Modifications

The term "Eligible Employee" shall not include (Check items **B.1 - B.5a** as appropriate):

NOTE: If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.2** may not be selected and **B.4** and **B.5a** may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).

1. ☐ **Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
2. ☐ Any **leased employee**.
3. ☐ **Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
4. ☐ **Part-time.** Any Employee who is expected to work less than _____ hours per week.
- 5a. ☐ **Other.** Other Employees described in **B.5b** (any exclusion must satisfy Code section 125(g) and the requirements under Section 5.01).
- 5b. If **B.5a** is selected, describe other Employees excluded from definition of Eligible Employee: _____.
- 6a. Allow immediate participation for all Eligible Employees employed on the date specified in **B.6b**:
☐ Yes ☐ No
- 6b. If **B.6a** is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of such date.
7. If **A.10a** is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Employee shall be an Eligible Employee with respect to the Premium Conversion Account if the Employee is eligible to participate in the benefit plans described in **A.10b**:
☐ Yes ☐ No
- 8a. Indicate whether the Plan will make any other revisions to the term "Eligible Employee":
☐ Yes ☐ No
- 8b. If **B.8a** is "Yes", describe any further modifications to the term "Eligible Employee": _____.

Service Requirements

10. Minimum age requirement for an Eligible Employee to become eligible to be a Participant in the Plan: **21**
NOTE: If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.10** may not exceed 21.
11. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
 - i. ☐ None.
 - ii. ☐ Completion of _____ hours of service.
 - iii. ☐ Completion of _____ days of service.
 - iv. ☐ Completion of _____ months of service.
 - v. ☐ Completion of _____ years of service.**NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.11** may not exceed 1,000 hours of service or one year of service.
- 12a. Frequency of entry dates:
 - i. ☐ An Eligible Employee shall become a Participant in the Plan as soon as administratively feasible upon meeting the requirements of **B.10** and **B.11**.
 - ii. ☐ first day of each calendar month
 - iii. ☐ first day of each plan quarter
 - iv. ☐ first day of the first month and seventh month of the Plan Year
 - v. ☐ first day of the Plan Year
- 12b. If **B.12.a.i** (immediate entry) is not selected, an Eligible Employee shall become a Participant in the Plan on the entry date selected in **B.12a** that is:
 - i. ☐ coincident with or next following

- ii. ☐ next following
the date the requirements of **B.10** and **B.11** are met.
13. If **A.10a** is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Eligible Employee shall become eligible to become a Participant in the Plan with respect to the Premium Conversion Account at the same date as he or she becomes eligible to participate in the Contracts(s) described in **A.10b**:
☐ Yes ☐ No
- 14a. Indicate whether the Plan will make any other revisions to the eligibility rules specified in **B.10 - B.13**:
☐ Yes ☐ No
NOTE: If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.14a** may only be "Yes" if the modifications in **B.14b** do not violate any requirements of Code section 125(j).
- 14b. If **B.14a** is "Yes", describe any further modifications to the eligibility rules specified in **B.10 - B.13**:
_____.

Transfers/Rehires

15. Permit Participants who are no longer Eligible Employees (for reasons other than Termination) to continue to participate in the Plan until the end of the Plan Year (Section 3.02):
☐ Yes ☐ No
NOTE: If "No" is selected, a Participant who has a change in job classification or a transfer that results in the Participant no longer qualifying as an Eligible Employee shall cease to be a Participant as of the effective date of such change of job classification or transfer.
16. Automatically reinstate benefit elections for Terminated Participants who are rehired within 30 days of Termination and permit new benefit elections for Terminated Participants who are rehired more than 30 days after Termination (Section 3.03(a)):
☐ Yes ☐ No
NOTE: If "No" is selected, a Terminated Participant shall not be able to Participate in the Plan until the later of the first day of the subsequent Plan Year or the first entry date following reemployment.

C. BENEFITS

Premium Conversion

- 1a. If **A.10a** is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic enrollment for the Premium Conversion Account:
☐ Yes ☐ No
NOTE: If **C.1a** is "Yes", a Participant shall be deemed to elect to contribute the entire amount of any premiums payable by the Participant for the benefit plans described in **A.10b**.
- 1b. If **A.10a** is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic adjustment of Participant elections for changes in the cost of Contracts pursuant to the terms of Treas. Reg. 1.125-4:
☐ Yes ☐ No

Health Care Reimbursement

- 2a. If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), select the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year:
i. ☐ The maximum amount permitted under Code section 125(i)
ii. ☐ Other amount specified in **C.2b**
NOTE: If **C.2a.i** is selected effective prior to 2015, the maximum amount shall be \$2,500.
- 2b. If **C.2a** is "Other amount specified in **C.2b**", enter the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year: _____.

NOTE: As of January 1, 2015, C.2 may not exceed the maximum permitted under Code section 125(i) (\$2,550 in 2015).

3. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), specify whether a Participant shall continue making contributions after Termination of employment for the remainder of the Plan Year:
- i. ☐ Yes - Continue contributions on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.
 - ii. ☐ No - Contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.

NOTE: Any required COBRA elections described in Section 4.06 shall supersede this C.3.

- 4a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), indicate whether a Participant may revise a Health Care Reimbursement Account election upon a change of status:
- i. ☐ Yes - without limitation
 - ii. ☐ Yes - but no decrease to the extent that new annual contribution amount would be less than the amount previously reimbursed at the time of the election change
 - iii. ☐ Yes - a Participant may only increase an election upon a change of status
 - iv. ☐ Yes - with limitations described in C.4b.
 - v. ☐ No

NOTE: The rules regarding the revision of Health Care Reimbursement Account elections in this C.4 are also subject to the conditions and limitations provided in C.12.

- 4b. If A.11 is "Yes" and if C.4a.iv is selected (Yes - with limitations described in C.4b), describe the limitations: _____.

Health Care Reimbursement - Eligible Expenses

- 5a. **Excepted Benefits.** Indicate the method of maintaining the Health Care Reimbursement Account as excepted benefits (only applicable if A.11 is "Yes"):
- i. ☐ **Other Group Health Coverage and Maximum Benefit Payable** within the meaning of Treas. Reg. section 54.9831-1(c)(3)(v)
 - ii. ☐ **Limited-scope benefits** within the meaning of Treas. Reg. section 54.9831-1(c)(3)(i)-(ii) (dental and vision)
 - iii. ☐ **Other:** _____.

NOTE: If C.5a.i is selected, any employer contribution entered in C.9 shall not exceed the maximum benefits payable under Treas. Reg. section 54.9831-1(c)(3)(v).

NOTE: If C.5a.ii is selected, limited scope benefits may not include Long-term care insurance or any other benefits that are nonqualified benefits under Prop. Treas. Reg. section 1.125-1(q).5b. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), exclude coverage for other expenses described in C.5c:

☐ Yes ☐ No

- 5c. If A.11 is "Yes" and C.5b is "Yes", describe other expenses that are not eligible for reimbursement: _____.

Health Care Reimbursement - Eligible Expenses

- 6a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), a Participant may only be reimbursed from his or her Health Care Reimbursement Account for expenses that are incurred by:
- i. ☐ **Participant, spouse and dependents.** The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.
 - ii. ☐ **Persons covered under Company medical plan.** The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under the Company-sponsored benefit plan specified in C.6b.
 - iii. ☐ **Participants Only.** No spousal or dependent coverage.

- iv. ☐ **Other.** The persons described in C.6c.
NOTE: The Plan Administrator may extend coverage for children until the end of the calendar year in which a child turns age 26.
- 6b. If C.6a is "Persons covered under Company medical plan", indicate the name of the Company-sponsored benefit plan: _____.
- 6c. If C.6a is "Other", indicate who must incur expenses that can be reimbursed from a Participant's Health Care Reimbursement Account: _____.
NOTE: The definition in C.6c may not include anyone other than the Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.
NOTE: If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), reimbursements may be made for any expense that qualifies for exclusion from income under Code section 105(b) (other than certain long term care expenses and insurance premiums), except as provided in C.5 - C.6.
- 7a. **Health Savings Accounts.** If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with Health Savings Accounts (Section 6.01(j)):
- i. ☐ **None.** Coverage in the Plan is not limited or the Plan is not used in conjunction with a Health Savings Account.
 - ii. ☐ **Permitted Coverage.** Coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services).
 - iii. ☐ **Post Deductible Coverage.** The Plan will not pay or reimburse any medical expense incurred before the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
 - iv. ☐ **Both Permitted and Post Deductible Coverage.** Until the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied, coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services). The Plan will pay or reimburse all medical expenses otherwise allowed by the Plan incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
- 7b. If A.11 is "Yes", C.7a is not "None" and D.3a is "Yes" (grace period allowed), indicate period when the limitations described in C.7a apply:
- i. ☐ Entire Plan Year.
 - ii. ☐ Only during the grace period described in D.3.
- NOTE:** If no grace period is allowed in D.3a, the limitations in C.7a shall apply for the entire Plan Year.
- 7c. If A.11 is "Yes" and C.7a is not "None", the limitations shall apply to:
- i. ☐ All Participants.
 - ii. ☐ Only Participants who are also eligible to participate in the high deductible health plan.
 - iii. ☐ Only Participants who are also enrolled in the high deductible health plan.
- NOTE:** If C.7a is "None" or C.7c is not "All Participants", eligibility for a Health Savings Account may be limited.
8. **HRA.** If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with a Company-sponsored health reimbursement arrangement ("HRA") for expenses that are reimbursable under both this Plan and the HRA (Section 6.01(e)):
- i. ☐ **None.** Plan is not used in conjunction with a Company-sponsored HRA.
 - ii. ☐ **HRA first.** A Participant shall not be entitled to payment/reimbursement under the Health Care Reimbursement Account until the Participant has received his or her maximum reimbursement under the HRA.
 - iii. ☐ **Cafeteria plan first.** A Participant shall not be entitled to payment/reimbursement under the HRA until the Participant has received his or her maximum reimbursement under the Health Care Reimbursement Account.

Company Contributions

- 9a. Indicate whether the Company may contribute to the Plan (Section 4.09):
- i. ☐ Yes - in Company's sole discretion.
 - ii. ☐ Yes - 2% of Compensation.
 - iii. ☐ Yes - the lesser of 6% of Compensation or 100% match of a Participant's salary reduction contribution.
 - iv. ☐ Yes - pursuant to the method described in C.9b.
 - v. ☐ No.
- NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), C.9a.ii, C.9a.iii or C.9a.iv must be selected.
- 9b. If C.9a is "Yes - pursuant to the method described in C.9b", describe how the contributions are determined and allocated: _____.
- NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), C.9b must equal or exceed the formulas under options C.9a.ii or C.9a.iii.
- 9c. If C.9a is not "No", indicate whether the Plan permits Participants to elect cash in lieu of benefits:
- i. ☐ No.
 - ii. ☐ Yes - with limitation.
 - iii. ☐ Yes - without limitation.
- 9d. If C.9a is not "No" and C.9c is "Yes - with limitation", describe any limitations: _____.

Elections

- NOTE: The Plan Administrator may establish a minimum dollar amount or percentage of Compensation for all elections provided that such minimum is non-discriminatory.
10. When may continuing Participants **make** elections regarding contributions (Section 4.06(b)):
- i. ☐ The _____ day period ending prior to the beginning of the Plan Year
 - ii. ☐ Pursuant to Plan Administrator procedures.
- NOTE: If C.10.i is selected, the Plan Administrator may require that elections be made no later than a certain number of days prior to the beginning of the Plan Year. See Section 4.06(a) for procedures regarding new Participants.
11. The election for a continuing Participant who fails to make an election within the period described in C.10 shall be determined in accordance with the following (Section 4.06(c)-(d)):
- i. ☐ **Election not to participate.** The Participant shall be treated as having elected not to participate in the Plan.
 - ii. ☐ **Continue same election.** Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year.
 - iii. ☐ **Continue same election for the Premium Conversion Account.** Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year but only with respect to the Premium Conversion Account. The Participant shall be treated as having elected not to participate in the Plan with respect to any other Accounts.
- 12a. When may Participants **modify** elections regarding contributions (Section 4.07(b)):
- i. ☐ At any time permitted under Treas. Reg. section 1.125-4.
 - ii. ☐ Pursuant to Plan Administrator procedures.
- 12b. Permit Participants to revoke an election of coverage under a group health plan:
- i. ☐ due to reduction in hours of service (Section 4.07(c))
 - ii. ☐ due to enrollment in a qualified health plan offered through a marketplace established under Code section 1311 (Section 4.07(d))
- NOTE: The group health plan may not be a health FSA and must provide minimum essential coverage (as defined in Code section 5000A(f)(1)).
- 13a. A Participant may elect to continue coverage on a pre-tax or after tax basis for non medical benefits when on leave of absence under the FMLA (Section 4.06(f)):
- i. ☐ Yes - A Participant may continue coverage for all benefits to which he is entitled when on FMLA leave.

- ii. ☐ No - A Participant may continue coverage for Premium Conversion Accounts and Health Care Reimbursement Accounts only.
- 13b. A Participant may elect to continue coverage on a pre-tax or after tax basis pursuant to C.13a when on a leave of absence other than a leave of absence under the FMLA:
 - i. ☐ Yes.
 - ii. ☐ Yes - but subject to the conditions and limitations described in C.13c.
 - iii. ☐ No.
- 13c. If C.13b is "Yes - but subject to conditions and limitations", describe the conditions and/or limitations: _____.

Dependent Care Spend Down

- 15a. Indicate whether Employees that cease to Participate in the cafeteria plan may continue to be reimbursed for eligible dependent care expenses through the end of the Plan Year (or grace period if applicable):
☐ Yes ☐ No
- 15b. If C.15a is "Yes", enter the effective date: _____ (must be on or after August 6, 2007. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).

D. PLAN OPERATIONS

Claims

- 1. Claims for reimbursement for an active Participant must be filed with the Plan Administrator (Section 6.01):
 - i. ☐ within _____ days following the last day of each Plan Year.
 - ii. ☐ by _____.
- 2a. The Plan provides for an earlier deadline for claims submission for Terminated Participants:
☐ Yes ☒ No
- 2b. If D.2a is Yes, claims for reimbursement for a Terminated Participant must be filed with the Plan Administrator (Section 6.01):
 - i. ☐ within _____ days following Termination of employment.
 - ii. ☐ by _____.
- 3a. **Grace Period.** The Plan provides for a 2-1/2 month grace period described in IRS Notice 2005-42 immediately following the end of each Plan Year (Section 4.05(c)):
 - i. ☐ Yes.
 - ii. ☐ Yes - but limited to the Accounts described in D.3c.
 - iii. ☐ No.
- 3b. If D.3a is not "No", enter the first day of the first Plan Year for which the grace period will apply: _____.
- 3c. If D.3a is "Yes - but limited to certain Accounts", enter the Accounts that are eligible for the grace period: _____.
- 3d. If D.3a is not "No" and D.1.i is selected (claims are due within a number of days after the end of the Plan Year), will the same number of days apply to the end of the grace period?
 - i. ☐ Yes.
 - ii. ☐ No - same due date applies for grace period claims.
 - iii. ☐ No - claims incurred during the grace period are due: _____.
- 4a. **Carryover.** Indicate whether the Plan will carryover unused Health Care Reimbursement Account balances at the end of the Plan Year as permitted in IRS Notice 2013-71.
 - i. ☐ Yes - balances up to _____ may be carried over (may not exceed \$500)
 - ii. ☐ No

NOTE: If carryover is selected (4a is "Yes"), the Plan may not provide for a grace period for the Health Care Reimbursement Account (3a.i may not be selected and 3a.ii must be restricted to accounts other than

the Health Care Reimbursement Account). In addition, the Plan may not provide for a grace period in the year to which the carryover amount is applied.

4b. Effective date of the carryover option: _____.

4c. Describe any limitations on the carryover provision: _____

NOTE: The same carryover limit must apply to all Participants. Unused amounts may not be cashed out or converted to any other taxable or nontaxable benefit.

NOTE: In addition to any limitations on carryover described above, the Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a contribution to use the rollover in the following year provided that any such procedure is non-discriminatory.

5. Indicate whether the Company will provide debit, credit, and/or other stored-value cards for Health Care Reimbursement Accounts and/or Dependent Care Assistance Accounts (Section 6.01(i)):

☐ Yes ☐ No

Qualified Reservist Distributions (HEART Act)

6a. Permit Qualified Reservist Distributions:

☐ Yes ☐ No

6b. If **D.6a** is "Yes", enter the effective date: _____ (must be on or after June 18, 2008. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).

6c. If **D.6a** is "Yes", the amount available as a Qualified Reservist Distribution will be:

i. ☐ The entire amount elected for the Health Care Reimbursement Account for the Plan Year minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.

ii. ☐ The amount contributed to the Health Care Reimbursement Account as of the date of the Qualified Reservist Distribution request minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.

iii. ☐ Other amount: _____ (not exceeding the entire amount elected for the Health Care Reimbursement Account for the Plan Year minus reimbursements).

Plan Administrator

7a. Designation of Plan Administrator (Section 7.01):

i. ☐ Plan Sponsor

ii. ☐ Committee appointed by Plan Sponsor

iii. ☐ Other

7b. If **D.7a.iii** is selected, Name of Plan Administrator: _____

8a. Type of indemnification for the Plan Administrator (Section 7.02):

i. ☐ None - the Company will not indemnify the Plan Administrator.

ii. ☐ Standard as provided in Section 7.02.

iii. ☐ Custom.

8b. If **D.8a.iii** (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.

State Law Rules

10a. If **A.5** is "No" (non-ERISA Plan), is the Plan subject to other state law rules?:

☐ Yes ☐ No

10b. If **A.5** is "No" (non-ERISA Plan) and **D.10a** is "Yes," enter any state law rules that apply to the Plan:

_____.

E. EFFECTIVE DATES

Use this Section to provide any effective dates for Plan provisions other than the Effective Date specified in A.3.

F. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #125 and any related Appendix and Addendum to the Adoption Agreement.

Additional participating employers may be specified in an addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same.

The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2018.

EMPLOYER NAME

Signature: _____

Print Name: _____

Title/Position: _____

V3.00-3.00



Alliance Insurance Group
Employee Benefit Consultants

Montgomery County Commission

Administration Costs

The administration fee for the Flexible Spending Account is \$4.50 per month/per participant with a monthly minimum of \$200.00. This agreement will automatically renew on the anniversary date of the plan. FSA reimbursements will follow the guidelines outlined by IRS regulations. Should there be any changes to the plan, the group must notify Alliance Insurance Group within 30 days of the change.

Initial Set-up	WAIVED
Compliance	WAIVED
Monthly Administration Fees - per participant	\$4.50
Daily Direct Deposit	<i>Included</i>
24/7 Internet Account Access	<i>Included</i>
Alliance125 Flex Card	<i>Included</i>
Customer Care Center (Weekdays 8am-4:30pm CST)	<i>Included</i>
Mobile Application / SMS Alerts	<i>Included</i>
Alliance125 Brochure	<i>Included</i>
Online Forms	<i>Included</i>
Employee Educational Materials	<i>Included</i>
Monthly Billing Minimum Fee	\$200.00
Renewal Fees	WAIVED

By signing below, I hereby acknowledge that I have the authority to sign on behalf of the employer group. I have reviewed the statements made by me on this application, and they are true and complete to the best of my knowledge and belief.

Signature

Date

Printed Name

Title

Effective Date of Plan: **January 1, 2019**

Rate Guarantee: **3 years**



Alliance Insurance Group
Employee Benefit Consultants

New Client Check List

Name of Employer:		
Address of Employer: (Street, City, State, Zip)		
Contact Name:		Title:
Phone:	Email:	
Fax:	Do you wish to receive a Daily accounting of transactions? Yes ☐ No ☐	
	Do you wish to receive a weekly report of transactions? Yes ☐ No ☐	
Employer Federal Tax ID:		Employer Fiscal Year:
No. of Benefit Eligible Employees:		Do you currently offer a Section 125 Plan?
Payroll Frequency/ Date of First Deduction*: ☐ Bi-weekly (24 or 26) – 1 st Pay Period _____ ☐ Monthly – 1 st Pay Period _____		☐ Weekly – 1 st Pay Period _____ ☐ Semi-monthly – 1 st Pay Period _____ ☐ Other _____ *Please provide a complete payroll calendar
Current Plan Dates:	No. of Locations:	New Flex Plan Year: From: _____ To: _____

Payroll Contact Name and Phone (internal/external):			
Employer Business Type:	☐ Corporation	☐ Sub S Corporation*	☐ Partnership*
	☐ LLC Corporation	☐ Sole Proprietorship*	☐ Other _____
*Owners and shareholders with 2% ownership in these specific entities cannot participate in the Section 125 Plan.			
Eligibility Date:	☐ On the first day of the month following _____ days of employment. ☐ Other _____		
Flex Eligibility:	☐ Full – Time ☐ Part – Time _____ hours ☐ Other _____ ☐ Employees of Collective Bargaining Agreement		

Would you like to offer the FlexCard? ☐ Yes ☐ No	Do you want to offer a Plan GRACE PERIOD? ____ Yes ____ No
	75 day grace period: ____ Yes ____ No Other: _____
	OR
	\$500 max carryover: ____ Yes ____ No
Mail Cards to: Employer OR Employee	How long does a terminated employee have to file outstanding claims? _____ At the end of the plan year, how long does the employee have to file any outstanding claims if not participating in the grace period? _____

Requirement (for creation of plan document and auto-substantiation): ☐ Major Medical Plan – Copy of SPD ☐ Dental Plan – Copy of SPD ☐ Prescription Drug Plan – Copy of SPD ☐ Vision Plan – Copy of SPD	Plan Requirements: ☐ Health Care Account Minimum _____ ☐ Health Care Account Maximum _____** ☐ Dependent Care Account Maximum \$5,000.00** **Limited to the maximum amount imposed by the Internal Revenue Code
I understand that the sample Plan Documents provided by Alliance Insurance Group, LLC are distributed solely for general information purposes to illustrate and describe the basic benefits of a Code Section 125 Cafeteria Plan and that Alliance Insurance Group will not assume liability in connection with their use. Neither Alliance Insurance Group, LLC nor its associates, agents, or representatives render tax or legal advice. I understand that the Internal Revenue Code imposes strict requirements upon the adoption of such a plan. The employer, as the sponsor and administrator, should seek the expert assistance of its own tax/legal advisor in order to establish and administer the plan. We hereby authorize Alliance Insurance Group, LLC to provide the administrative and compliance services under the agreed upon fee schedule.	
Signature of Employer	Title _____ Date _____



Alliance Insurance Group
PO Box 240518
Montgomery, AL 36124
866-396-3967
www.allianceinsgroup.com

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Final Pay Application from Stallings and Sons, Inc.

Please find attached an application for final payment to Stallings and Sons, Inc., for the HVAC and fire alarm replacement in the Courthouse. No money is owed because of the final deductive change order approved by the Commission at its last meeting; however, the Commission must approve the application in order for the project to be closed.

I request that the final payment application be placed on the next agenda.



OCT 1 - 2018

Application and Certificate for Payment

TO OWNER: Montgomery County Commission 101 South Lawrence Street Montgomery, AL 36104		PROJECT: Montgomery Co. Courthouse HVAC & Fire Alarm Replacement for the Montgomery Co. Commission Montgomery, AL	APPLICATION NO: FINAL	Distribution to: OWNER: ☒
FROM Stallings & Sons, Inc. CONTRACTOR: 1140 Newell Parkway Montgomery, AL 36110		VIA PH&J Architects, Inc. ARCHITECT: P.O. Box 215 Montgomery, AL 36101	PERIOD TO: September 27, 2018	OWNER: ☒
			CONTRACT FOR: General Construction	ARCHITECT: ☒
			CONTRACT DATE: October 05, 2015	CONTRACTOR: ☒
			PROJECT NOS: PH&J # 1208GVL / 16-16 /	FIELD: ☐
				BOOKKEEPING/FILE: ☒

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$1,376,328.00
2. NET CHANGE BY CHANGE ORDERS	-\$162,918.21
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,213,409.79
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,213,409.79

5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00

6. TOTAL EARNED LESS RETAINAGE	\$1,213,409.79
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$1,213,409.79
(Line 6 from prior Certificate)	

8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$153,598.21
Total approved this Month	\$0.00	\$9,320.00
TOTALS	\$0.00	\$162,918.21
NET CHANGES by Change Order		-\$162,918.21

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: PH&J Architects, Inc.
By: [Signature]
State of Alabama
County of: Montgomery
Subscribed and sworn to before me this 27th day of September, 2018
Notary Public: Sheena Scheil
My Commission expires: October 01, 2019
Date: September 27, 2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: PH&J Architects, Inc.
By: [Signature]
Date: Nov. 07, 2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 4

AGENDA

DEC - 3 2018

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 11/19/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 11/19/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Humane Society	001-55400.290	500,000	10,000	510,000
In House Misc. Appro.	001-59310.498	71,875	(10,000)	61,875
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 571,875	\$ 0	\$ 571,875

JUSTIFICATION: To budget for an appropriation to Montgomery Humane Society for partial funding of a shelter vehicle.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

DEC - 3 2018

DEPARTMENT: Youth Facility REQUESTED BY: Beverly Riddle Wise 11/28/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 11/28/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Administrative Expense	52602-499	400,000	(40,000)	360,000
Uniform, Clothing and Footwear	52602-203	10,000	20,000	30,000
Other Miscellaneous Supplies	52602-219	25,000	20,000	45,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 435,000	\$ 0	\$ 435,000

JUSTIFICATION: Juvenile clothing, footwear and personal hygiene supplies for detainees.

DEC - 3 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number 500013229 Replace K Harrison
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date December 3, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 11/15/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/15/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/15/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering Construction
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title Civil Engineer Tech III
 Position Number 640629004 (Replace C Defoor)
 Pay Grade A09-1 Pay Range 50,627 - 75,642
 Proposed Effective Date December 17, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date November 27, 2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/28/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/28/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
 DEPARTMENT HEAD: Malcolm Richard
 SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Customer Service Clerk
 Position Number 750016002 (Replace A Harris)
 Pay Grade A04 Pay Range 28,765 - 42,978
 Proposed Effective Date 10 December 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

 Department Head Date 26 Nov 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/26/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/26/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
 DEPARTMENT HEAD: Malcolm Richard
 SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Customer Service Clerk
 Position Number 750016022 (Replace A Little)
 Pay Grade A04 Pay Range 28,765 - 42,978
 Proposed Effective Date 2 January 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

 Department Head Date 26 Nov 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/26/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/26/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430172 Replace M Dean
 Pay Grade PST Pay Range 38,236
 Proposed Effective Date December 3, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 11/15/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/15/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/15/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Part time

Position Number 550431194 Replace L. Harris

Pay Grade PS1 Pay Range 18.9694 Hourly

Proposed Effective Date December 17, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 11/19/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/19/2018

Sherrill Thomas

Finance Director

Date 11/19/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Support Services / Maintenance

DEPARTMENT HEAD: Lamar Allen

SUPERVISOR: Pat Litchfield

POSITION INFORMATION:

Position Title Maintenance Mechanic

Position Number 260748051 (Replace M Ware)

Pay Grade S09 Pay Range \$34,109 - \$50,965

Proposed Effective Date 12/17/2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Lamar Allen Date 11/27/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/28/2018

Employee Benefit Manager

Sherrill Thomas Date 11/28/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

DEC -3 2018

Date: November 28, 2018
To: Donald L. Mims, Administrator
From: Steven L. Reed
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: January 16, 2019 Return Date: January 17, 2019
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend Alabama Licensing Officials Conference

Traveler (s) Name: 1. Kim Brown/Virginia Davis 4. Yvonne Scott/Asia Fallen
2. Tikishia McCloud/Donna Cleveland 5. Brenda Robbins/Brenda Cook
3. Gina Hicks/Sharonda Davis 6. _____

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

Total (est.) Cost: \$1,650.00 Advance Registration Required: \$1,250.00
Department Name: Probate Fund Name: 783-51350-265
Additional Comments: Send check to Probate Accounting

To: Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,650.00 and advance registration of \$1,250.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,000.00</u>	
Approved Requests:	<u>\$2,200.00</u>	
Budget Available:	<u>\$14,800.00</u>	
Current Requests:	<u>\$1,650.00</u>	
Budget Balance:	<u>\$13,150.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/28/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

DEC - 3 2018

Date: November 16, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Washington, DC
Departure Date: 02.08.2019 Return Date: 02.12.2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend 2019 NSA Winter Conference

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

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$570.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$570.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$9,860.00</u>	
Budget Available:	<u>\$30,140.00</u>	
Current Requests:	<u>\$1,200.00</u>	
Budget Balance:	<u>\$28,940.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/26/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

DEC - 3 2018

Date: November 16, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: December 12, 2018 Return Date: December 12, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: attend Sig Sauer Academy

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

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

Total (est.) Cost: \$260.00 Advance Registration Required: \$260.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: only expense will be registration fee

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$260.00 and advance registration of \$260.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$9,860.00</u>	
Budget Available:	<u>\$30,140.00</u>	
Current Requests:	<u>\$1,460.00</u>	
Budget Balance:	<u>\$28,680.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/26/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

DEC - 3 2018

Date: November 19, 2018
To: Donald L. Mims, Administrator
From: Sonja Pritchett, Assistant Director
Re: Approval for the following travel:

Destination: Muscle Shoals, AL
Departure Date: February 11, 2019 Return Date: February 13, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: 2018 Court Referral/Community Corrections/Drug Courts
Joint Conference & Annual In-Service

Traveler (s) Name: 1. James Dill 4. Gwen Rogers
2. Marian Williams 5. _____
3. Johnnie Andrews 6. _____

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

Total (est.) Cost: \$2,500.00 Advance Registration Required: \$800.00
Department Name: Detention Facility Fund Name: General
Additional Comments: _____

To: Sonja Pritchett, Assistant Director
From: Donald L. Mims, Administrator

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,500.00 and advance registration of \$800.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$3,700.00</u>	
Budget Available:	<u>\$16,300.00</u>	
Current Requests:	<u>\$2,500.00</u>	
Budget Balance:	<u>\$13,800.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/26/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

DEC - 3 2018

Date: 11/26/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Wichita, Kansas
Departure Date: April 13, 2019 Return Date: April 19, 2019
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend NACE 2019 Annual Conference

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

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

Total (est.) Cost: \$3,000.00 Advance Registration Required: \$645.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: Total cost includes transportation

To: George Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$3,000.00 and advance registration of \$645.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$19,000.00</u>	
Approved Requests:	<u>\$2,993.00</u>	
Budget Available:	<u>\$16,007.00</u>	
Current Requests:	<u>\$3,000.00</u>	
Budget Balance:	<u>\$13,007.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/26/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

DEC - 3 2018

Date: 11/26/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Prattville, Alabama
Departure Date: January 17, 2019 Return Date: January 17, 2019
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend ACAA District Meeting

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

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

Total (est.) Cost: \$20.00 Advance Registration Required: \$20.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

To: George Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$20.00 and advance registration of \$20.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$19,000.00</u>	
Approved Requests:	<u>\$2,993.00</u>	
Budget Available:	<u>\$16,007.00</u>	
Current Requests:	<u>\$3,020.00</u>	
Budget Balance:	<u>\$12,987.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/26/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

DEC - 3 2018

Date: November 19, 2018
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: February 7, 2019 Return Date: February 7, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend NST One-Day Workshop: Leadership & Management Skills for Women

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

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

Total (est.) Cost: \$199.99 Advance Registration Required: \$199.99

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - \$199.00

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is 12/3/18 reimbursement of actual and necessary expenses in the
approximate amount of \$199.99 and advance registration of \$199.99 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$5,312.49</u>	
Budget Available:	<u>\$19,687.51</u>	
Current Requests:	<u>\$199.99</u>	
Budget Balance:	<u>\$19,487.52</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/19/2018

cc: Finance Director / Buyer