

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

FEBRUARY 4, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 4:10 p.m. The meeting was held at Dalraida Church of Christ, 3740 Atlanta Highway, Montgomery, Alabama.

The meeting was opened with prayer led by Vice Chairman Walker. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda. Chairman Dean and Commissioner Harris discussed the Memorandum of Understanding (MOU) with the City of Montgomery regarding Board Appointments to the Montgomery Airport Authority, which was on the agenda. After discussion, the Commission agreed to table this item and revise the MOU.

DISCUSSION BY THE COMMISSION

Commissioner Sankey requested a \$500 miscellaneous appropriation from his designated revenue account to the Alabama Cooperative Extension System for operational expenses.

Commissioner Harris requested a \$2,400 miscellaneous appropriation from his education account to Jefferson Davis High School for the Youth in Government program.

The Commission agreed to add these items to the miscellaneous appropriations accounts that were on the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reminded the Commission that a Special Call Meeting of the Emergency Management Communications District Board would be held following the Commission meeting.

PRESENTATION BY EXECUTIVE DIRECTOR SEDERICK FLUKER WITH MONTGOMERY S.T.E.P. FOUNDATION

Executive Director Sederick Fluker with Montgomery S.T.E.P. Foundation briefed the Commission regarding the program and requested funding in the amount of \$25,000. Chairman Dean asked Mr. Fluker if the City or MPS contribute to the foundation. He replied that S.T.E.P.

receives CDBG funds from the City and does not receive any support from MPS. Commissioner Harris said that there are many organizations that provide similar services and that no additional non-profits will be added to the budget. He said that the Commission cannot continuously fund all of these agencies as if they were in the budget. No action was taken by the Commission.

PRESENTATION BY CHAIRMAN ARLA CHANDLER WITH BLUE GRAY NATIONAL COLLEGIATE TENNIS CLASSIC

Chairman Arla Chandler with Blue Gray National Collegiate Tennis Classic briefed the Commission regarding the 2019 Tennis Classic and requested funding in the amount of \$8,000. No action was taken by the Commission.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham requested to sell six 2014 Ford Taurus vehicles to the City of Tuskegee for \$3,500 each for a total of \$21,000. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham requested to abolish the 911 Rural Addressing Coordinator position, unallocate one Administrative Support Associate position, allocate one Administrative Support Specialist position and approve the related Position Fill Request. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding a Contract with the Montgomery Internet Exchange (MGMix) for internet exchange services. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake requested authorization to hire a Bridge and Building Inspector Technician at Step 4, Pay Grade A09 (\$55,987). After discussion, the Commission agreed to place this item on the next agenda.

He also advised the Commission that the low bidder for the Lower Wetumpka/Anderson Road resurfacing project was Asphalt Contractors, Inc. at \$1,198,776.75 (results from 1/25/2019 ALDOT letting).

Mr. Speake distributed to the Commissioners a Montgomery County infrastructure profile and a draft resolution provided by ACCA in support of a proposed gasoline tax to be considered in this year's legislative session. The Commission decided to delay action on this matter to provide additional time to research this proposal.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners.

Mrs. Hawk briefed the Commission regarding retrieval and placement of the EJI monument bearing the names of 13 men lynched in Montgomery County between 1880 and 1940. The Commission requested that additional information, including proposed costs, be presented at a future meeting.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding a Board Member appointment to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that he does not have a recommendation for the replacement of Larry Spencer and would like to discuss this appointment at the next meeting.

Vice Chairman Walker stated that she would like to discuss the Montgomery County Parks and Recreation Board Member appointment at the next meeting.

Administrator Mims presented proposed legislation regarding board appointments to the Montgomery Airport Authority. After discussion, the Commission agreed to delay taking action on the legislation pending further review and modification.

Deputy Administrator Cauthen presented Amendment Number 2 to Chappy's Deli, regarding a One (1) Year Extension, beginning April 17, 2019 and ending on April 16, 2020 and a 5% Price Increase for Employee Luncheon, Contract Number 51988-17B-011. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Deductive Change Order Number 1 to Contract with Holley-Henley Builders, Inc., in the amount of \$1,342,147, for renovations of the Montgomery County Detention Facility Building 1. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a sample Location Agreement regarding permission to use County property for the purpose of photographing and recording certain scenes in and in connection with the motion picture entitled "Son of the South". After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an Amendment of Group Healthcare Summary Plan Description (PPO Benefit Package) for the Employees of Montgomery County Commission. After discussion, the Commission agreed to place this item on a future agenda.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY

District Attorney Daryl Bailey introduced Mr. Tim Anderson, the new Executive Director of Helping Montgomery Families Initiative. Attorney Bailey also introduced the new Victim Services Officer employees Marjorie Baker, Katie Beth McCarthy and Crystle Osborne.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss two Commerce and Real Estate matters. Commissioner Harris made a motion to go into the Executive Session. The motion was seconded by Vice Chairman Walker and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five Commissioners were present and that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of Letter from Ellen G. McNair and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 28-1 and 28-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Vice Chairman Walker made a motion to recess the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Doug Smith, Pastor of Dalraida Church of Christ

The Pledge of Allegiance was led by Doug Smith, Pastor of Dalraida Church of Christ

Jade Smith, student at MEOW Academy (Musical Education on Wheels), sang the National Anthem.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean and Vice Chairman Walker; Members Harris, Sankey, and Singleton. Also, present were County Attorney Thomas T. Gallion, III, and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Councilman Richard Bollinger said good evening and gave updates on the status of a former National Guard Amory that is being renovated by the City and County.

Mr. John McGowan of the Nate King Cole Society said good afternoon and thanked the Commission for allowing him to speak. He said the Nate King Cole Society will be celebrating the 100th birthday of Mr. Cole on March 17, 2019. Mr. McGowan stated that during the year-long celebration, they will be raising funds to restore the home of the late Nate King Cole located on the campus of Alabama State University. He also said one of the goals of the Society is to make people in Alabama and the world more aware of the history and legacy of Mr. Cole. Mr. McGowan requested a donation of \$25,000 from the Commission to support the Nate King Cole Society and invited everyone to join the celebration on March 17, 2019.

Mr. Keith Anderson, President of Bellehurst-Eastbrook Neighborhood Association, said good evening to everyone. Mr. Anderson said he would like to ask the Commission to consider a feasibility study to keep the streets clean. Mr. Anderson suggesting purchasing more street sweepers and using inmates to pick up trash. He said we need a cleaner city. Vice Chairman Walker thanked Mr. Anderson for all that he does for his neighborhood and informed him that Ms. Amanda Miller, Director of the Montgomery Clean City Commission, was at the meeting to address the trash issue.

Ms. Jen Havard from the Montgomery Museum of Fine Arts said good evening and thanked the Montgomery County Commission for their support. She invited everyone to the City-County Employee Day to be held on Sunday, March 10, 2019 from 12:00 pm to 3:00 pm. Ms. Havard said there will be food and entertainment for everyone.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of January 22, 2019. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 6, are attached to these Minutes.)

SPECIAL INTRODUCTIONS:

Vice Chairman Walker recognized and introduced House Representative and formal County Commissioner Mr. Reed Ingram.

Vice Chairman Walker introduced Ms. Amanda Miller, Executive Director of the Montgomery Clean City Commission and Executive Director of BONDS. Ms. Miller gave a brief overview of what the Montgomery Clean City Commission does and how BONDS serves the community. BONDS. Ms. Miller also explained the duties of the Montgomery Clean City Commission. She

explained that the Clean City Commission tries to motivate Montgomery Citizens to take action to make Montgomery a cleaner and more attractive city. Ms. Miller said they encourage citizens to volunteer to pickup trash and help keep their community clean. She asked everyone to speak up and encourage others not to litter.

SPECIAL PRESENTATION OF RESOLUTION CONGRATULATING LEE HIGH SCHOOL FOOTBALL COACH TYRONE ROGERS ON HIS RETIREMENT AND PRESENTATION OF CHECK TO LEE HIGH SCHOOL FOOTBALL PROGRAM BY VICE CHAIRMAN WALKER

Vice Chairman Walker presented a Resolution congratulating Lee High School Football Coach Tyrone Rogers on his Retirement and presented a check for the Lee High School Football Program in the amount of \$5,000. She commended him on his success at Lee and his community service. She also introduced his family.

NEW BUSINESS:

SHERIFF'S OFFICE – TOOK NO ACTION ON LETTER OF INTENT FOR THE 2019 ALABAMA AMERICORPS GRANTS

The Commission took no action on the Letter of Intent for the 2019 Alabama AmeriCorps Grants because no appropriate use of funds was identified. (Copy of Memorandum, Agenda Page 1-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION REGARDING RESURFACING LOWER WETUMPKA/ANDERSON ROAD FROM ALABAMA RIVER PARKWAY TO US-231, PROJECT# STPAA-5117(253); MCP 51-83-17; CPMS REF. # 100064380 AND RELATED RESOLUTION

Commissioner Singleton made a motion to approve the Agreement with the Alabama Department of Transportation regarding Resurfacing Lower Wetumpka/Anderson Road from Alabama River Parkway to US-231, Project# STPAA-5117(253); MCP 51-83-17; CPMS Ref. # 100064380 and Related Resolution. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 2-1 through 2-20, are attached to these Minutes.)

COUNTY COMMISSION – CARRIED OVER CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF MONTGOMERY REGARDING BOARD APPOINTMENTS TO THE MONTGOMERY AIRPORT AUTHORITY

The Commission carried over consideration of the Memorandum of Understanding (MOU) with the City of Montgomery regarding Board Appointments to the Montgomery Airport Authority. (Copies of Memorandum and Memorandum of Understanding, Agenda Pages 3-1 through 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEMORANDUM OF AGREEMENT (MOA) AND RELATED ADDENDUM AMONG THE DISTRICT ATTORNEY’S OFFICE, THE MONTGOMERY COUNTY COMMISSION, THE CITY OF MONTGOMERY AND THE MONTGOMERY PUBLIC SCHOOLS FOR THE HELPING MONTGOMERY FAMILIES INITIATIVE (HMF), COUNTY COMMISSION

Commissioner Harris made a motion to approve the Memorandum of Agreement (MOA) and Related Addendum among the District Attorney’s Office, the Montgomery County Commission, the City of Montgomery and the Montgomery Public Schools for the Helping Montgomery Families Initiative (HMF). The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Addendum, and Agreement, Agenda Pages 4-1 through 4-10, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED INTERAGENCY AGREEMENT WITH THE ALABAMA DEPARTMENT OF HUMAN RESOURCES REGARDING THE NEW DHR BUILDING PROJEC

Commissioner Singleton made a motion to approve the Interagency Agreement with the Alabama Department of Human Resources regarding the New DHR Building Project. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 5-1 through 5-3, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH GALLS, LLC, FOR ITEMS 1-21, 23-27, 30, 57 AND 58 REGARDING A ONE (1) YEAR EXTENSION, BEGINNING FEBRUARY 7, 2019 AND ENDING ON FEBRUARY 6, 2020 AND A 5% PRICE INCREASE FOR SHERIFF’S OFFICE UNIFORMS, CONTRACT NUMBER 52110-17B-008

Commissioner Singleton made a motion to approve Amendment Number 2 to Contract with Galls, LLC, for Items 1-21, 23-27, 30, 57 and 58 regarding a One (1) Year Extension, beginning February 7, 2019 and ending on February 6, 2020 and a 5% Price Increase for Sheriff’s Office Uniforms, Contract Number 52110-17B-008. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH THE NEXT LOW BIDDER MAC UNIFORMS, FOR ITEMS 28 AND 29, BEGINNING FEBRUARY 7, 2019 AND ENDING ON FEBRUARY 6, 2020, FOR SHERIFF’S OFFICE UNIFORMS, CONTRACT NUMBER 52110-17B-008

Commissioner Harris made a motion to approve Amendment Number 3 to Contract with the next low bidder MAC Uniforms, for Items 28 and 29, beginning February 7, 2019 and ending on February 6, 2020, for Sheriff’s Office Uniforms, Contract Number 52110-17B-008. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies

of Memorandum, Amendment, Letter and Bids, Agenda Pages 7-1 through 7-7, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH SUMMIT FOODS SERVICES, LLC REGARDING AN EXTENSION BEGINNING JANUARY 30, 2019 THROUGH MARCH 3, 2019, FOR INMATE FOOD SERVICE, CONTRACT NUMBER 52200-16B-041

Vice Chairman Walker made a motion to approve Amendment Number 4 to Contract with Summit Foods Services, LLC regarding an Extension beginning January 30, 2019 through March 3, 2019, for Inmate Food Service, Contract Number 52200-16B-041. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 8-1 and 8-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED RENEWAL OF CONTRACTUAL AGREEMENT CONCERNING ELEVATOR CONSULTING SERVICES WITH DIETER CONSULTING SERVICES, INC

Commissioner Harris made a motion to approve the Renewal of Contractual Agreement concerning Elevator Consulting Services with Dieter Consulting Services, Inc. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Proposal, Agenda Pages 9-1 through 9-12, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF EX-OFFICIO MEMBERSHIP TO THE MONTGOMERY AREA COMMITTEE OF 100, INC., FOR CHAIRMAN DEAN

Commissioner Harris made a motion to approve Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean. The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker, Commissioner Harris and Commissioner Singleton voted in favor of the motion. Commissioner Sankey abstained from the vote, and the motion carried. (Copy of Invoice, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2019 COUNTY EMPLOYEE BLOOD DRIVES

Vice Chairman Walker made a motion to approve the 2019 County Employee Blood Drives. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2019 MONTGOMERY COUNTY CLEAN-UP DAYS

Commissioner Sankey made a motion to approve the 2019 Montgomery County Clean-Up Days. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Schedule, Agenda Page 12-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to Agencies included in the February 4, 2019 Agenda. Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 13-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to Education included in the February 4, 2019 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Vice Chairman Walker made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 14-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations from Designated Revenue included in the February 4, 2019 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Sankey made a motion to approve to the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 15-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO THYSSENKRUPP ELEVATOR CORPORATION FOR RENOVATION OF THE COURTHOUSE ELEVATORS, BDW PROJECT NUMBER: 2017-132.1

Commissioner Harris made a motion to approve the Bid Award to ThyssenKrupp Elevator Corporation for Renovation of the Courthouse Elevators, BDW Project Number: 2017-132.1. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Letter and Bid, Agenda Pages 16-1 through 16-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO HOLLEY-HENLEY BUILDERS, INC., FOR MONTGOMERY COUNTY DETENTION FACILITY BUILDING 1 RENOVATIONS, PH&J PROJECT NO. 1712-GV

Commissioner Harris made a motion to approve the Bid Award to Holley-Henley Builders, Inc., for Montgomery County Detention Facility Building 1 Renovations, PH&J Project No. 1712-GV. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bid, Letter, and Attorney Gallion's Opinion, Agenda Pages 17-1 through 17-6, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 7

Vice Chairman Walker made a motion to approve Budget Change Number 7, County Commission Appropriations. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 18-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 8

Vice Chairman Walker made the motion to approve Budget Change Request Number 8, County Commission Appropriations. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 19-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Vice Chairman Walker made a motion to approve Budget Change Request Number 2, Engineering Department.

The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 20-1, is attached to these Minutes.)

RECREATION BOARD – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Vice Chairman Walker made a motion to approve Budget Change Request Number 1, Recreation Board. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Budget Change Request and Justification Detail Sheet, Agenda Pages 21-1 and 21-2, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED ABOLISHMENT OF THE MENTAL HEALTH AND LEGAL SERVICES COORDINATOR POSITION AND ESTABLISHMENT AND ALLOCATION OF A NEW CLASSIFICATION, PROBATE STAFF ATTORNEY, PAY GRADE A12, AND RELATED POSITION FILL REQUEST

Commissioner Singleton made a motion to approve the Abolishment of the Mental Health and Legal Services Coordinator Position and Establishment and Allocation of a New Classification, Probate Staff Attorney, Pay Grade A12, and Related Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Job Description, and Position Fill Request, Agenda Pages 22-1 through 22-5, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST (1)

1. Community Corrections Technician, Position Number 300357001

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 23-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Corrections Officer Trainee, Position Number 500419023

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 24-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. County Road Equipment Operator I, Position Number 630551023
2. County Road Equipment Operator II, Position Number 610552011

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 25-1 and 25-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED POSITION FILL REQUEST (1)

1. Plant Maintenance Manager, Position Number 260771032

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 26-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (9)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

1. County Commission	Request Number 14
2. Public Affairs	Request Numbers 1 and 2
3. Tax & Audit	Request Numbers 7 and 8
4. Youth Facility	Request Number 6
5. Engineering Department	Request Number 8
6. Appraisal Department	Request Number 3
7. Personnel Department	Request Number 8

Commissioner Harris made a motion to approve the Travel/Training Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 27-1 through 27-9, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton thanked Pastor Doug Smith and the Dalraida Church of Christ staff for hosting the Montgomery County Commission Meeting and welcomed House Representative Reed Ingram.

Commissioner Sankey said good evening and said it was good to see everyone who came to support the Commission meeting. He acknowledged citizens of from his district who were in the audience. Commissioner Sankey addressed the littering issue and said it is an extreme problem in the Madison Park area. He suggested creating an ad campaign to bring attention to the issue and help combat the problem.

Commissioner Walker said that it was an honor for her to represent District 3 and that she grew up in District 3 in the Morningview Neighborhood. She said the residents in District 3 care about their neighborhood and the City. She also acknowledged her family in the audience.

Chairman Dean said good evening to everyone and thanked the residents of District 3 for electing Vice Chairman Walker as their Commissioner. He said Vice Chairman Walker represents District 3 very well. Chairman Dean said the On the Road Meetings were started so that the Commissioners could bring the meetings to their districts.

Commissioner Harris said good evening and thanked Pastor Doug Smith for his generous hospitality to host the Commission Meeting. He also thanked everyone for attending the meeting. Commissioner Harris gave highlights of two plays currently being presented at the Alabama Shakespeare Festival. Both were written by an Alabama native and some of the performers are students from the Montgomery Public Schools. He encouraged everyone to go to see the plays. He acknowledged House Representative Reed Ingram, former Bullock County Commissioner John McGowan, City Councilman Richard Bollinger and local business owner Charles Williams.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on February 4, 2019, at 6:29 p.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

2-4-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-18-19

Check Number	To	Check Number
284168		284210
Total Checks Paid		\$392,626.83

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 ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-18-19

Check Number	To	Check Number
284211		284269
Total Checks Paid		\$282,310.92

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

2-4-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-25-19

Check Number	To	Check Number
284270		284298
Total Checks Paid		\$338,107.94

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 ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-25-19

Check Number	To	Check Number
284299		284374
Total Checks Paid		\$961,953.02

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
1/18/19

Payroll Check Number	131518	To	Payroll Check Number	131582	\$	49,858.34
Direct Deposits					\$	898,851.65
Payroll Check Number	131583	To	Payroll Check Number	131602	\$	262,043.21
Direct Deposits					\$	402,196.27
Federal Deposits					\$	318,248.80
Total Payroll Paid					\$	1,931,198.27

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
2/1/19

Payroll Check Number	131603	To	Payroll Check Number	131667	\$	47,688.80
Direct Deposits					\$	890,204.28
Payroll Check Number	131668	To	Payroll Check Number	131687	\$	258,946.33
Direct Deposits					\$	399,239.22
Federal Deposits					\$	298,120.35
Total Payroll Paid					\$	1,894,198.98

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

FEB - 4 2019

MEMORANDUM

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

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

Subject: Alabama Americorp Grants

Date: January 16, 2019

We are requesting this item be added to the January 21st agenda of the Montgomery County Commission. During this first phase we will submit a Letter of Interest/Intent to the Governor's Office of Volunteer Services. If they are interested in our proposed project, we will be invited to submit a full grant application. The grant opportunity has a 24% match of the total amount requested. This grant has seven focus areas:

Disaster Services, Economic Opportunity, Education, Healthy Futures, Veterans and Military Families, Capacity Building, Environmental Stewardship and other

If invited to apply, we will provide the match if the program application is for the Montgomery County Sheriff's Office, if the application is for a another entity, we will seek the match from the Commission.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MontgoMerySheriff.CoM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990 */*

ELTON N DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

January 7, 2019

AGENDA

FEB - 4 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
1/7/2019

SUBJECT: Approval of Agreement for Resurfacing
Lower Wetumpka/Anderson Road from Alabama River Parkway to US-231
Project# STPAA-5117(253), MCP 51-83-17, CPMS Ref. # 100064380

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Lower Wetumpka/Anderson Road from Alabama River Parkway to US-231.

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
MONTGOMERY COUNTY COMMISSION
Montgomery County**

**Project No. STPAA-5117(253)
County Project No. MCP 51-83-17
CPMS Ref# 100064380**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, (FEIN 63-6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing and traffic striping on Anderson Road/Lower Wetumpka Road (CR-74) from Alabama River Parkway to SR-9 (US-231); Length-5.225 miles; Project# STPAA-5117(253); MCP 51-83-17; CPMS Ref# 100064380;

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$1,339,504.20 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 1,339,504.20
County Funds	\$ 334,876.05

TOTAL (Incl CE&I & Indirect Cost)	\$ 1,674,380.25

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project.

The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Steven C. Graben, P.E.
Southeast Region Engineer

D.E. (Ed) Phillips, P.E.:
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

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

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing and traffic striping on Anderson Road/Lower Wetumpka Road (CR-74) from Alabama River Parkway to SR-9 (US-231); Length-5.225 miles; Project# STPAA-5117(253); MCP 51-83-17; CPMS Ref# 100064380;

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

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

FEB - 4 2019

January 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Memorandum of Understanding (MOU) with the City of Montgomery regarding
Board Appointments to the Montgomery Airport Authority

The Montgomery County Commission, at its meeting on January 22, 2019, agreed to place on the next agenda a Memorandum of Understanding (MOU) with the City of Montgomery regarding board appointments to the Montgomery Airport Authority.

I am requesting that the Commission approve this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

3-1

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONTGOMERY, ALABAMA AND THE MONTGOMERY COUNTY COMMISSION

The City of Montgomery, Alabama and the Montgomery County Commission desire to enter into a Memorandum of Understanding regarding appointments to the Board of the Montgomery Airport Authority.

The Montgomery Airport Authority is an Alabama public corporation duly organized and existing pursuant to Act No. 283 adopted at the Third Special Session of the 1971-72 Alabama Legislature and re-incorporated pursuant to the provisions of Title IV of the Code of Alabama, 1975, as amended.

That presently the City of Montgomery, Alabama appoints all members of the Montgomery Airport Authority.

That there are currently nine members of the Board of Directors of Montgomery Airport Authority all appointed by the City of Montgomery.

That the Montgomery County Commission in the past has been asked to provide funds related to the operation of the Montgomery Airport Authority.

That the Montgomery County Commission desires to make appointments to the Board of Directors of the Montgomery Airport Authority.

That the parties hereto agree that it would be in the best interests of the Montgomery Airport Authority for the parties to share in making appointments to the Board of Directors.

The parties further agree that the City of Montgomery and the Montgomery County Commission shall continue to provide funds for the operation of the Montgomery Airport Authority.

The parties additionally agree that the sum of the monies provided to the Montgomery Airport Authority by the City of Montgomery and the Montgomery County Commission shall be split on a 60/40 percentage basis with the City providing 60 percent of the funding and the County providing 40 percent of the funding.

That the parties agree that the appointments to the Board of Directors shall be split in accordance with this percentage that is 60 percent by the City and 40 percent by the County in the future.

That the parties agree that the number of Board members for the future shall be seven with four members appointed by the City and three members appointed by the County.

The parties recognize that in addition to having an agreement amongst themselves that it may be necessary for the Alabama Legislature to enact legislation that would enable the parties to be allocated appointments to the Board. The City of Montgomery agrees to fully support the necessary legislation and to encourage the members of the Board to also fully support said legislation (i.e., testimony, letter of support, etc.).

Done this 4th day of February, 2019.

Todd Strange, Mayor
City of Montgomery

Witness:

Elton N. Dean, Sr., Chairman
Montgomery County Commission

Witness:

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

FEB - 4 2019

January 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Memorandum of Agreement regarding the Helping Montgomery Families Initiative (HMFI)

The Montgomery County Commission, at its meeting on January 22, 2019, agreed to place on the next agenda a Memorandum of Agreement (MOA) and related Addendum among the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery Public Schools for the Helping Montgomery Families Initiative (HMFI).

I am requesting that the Commission approve this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

ADDENDUM To
MEMORANDUM OF AGREEMENT
Among
MONTGOMERY COUNTY PUBLIC SCHOOLS
CITY OF MONTGOMERY
MONTGOMERY COUNTY COMMISSION
MONTGOMERY COUNTY DISTRICT ATTORNEY

Modifications to Page 4

MPS agrees to:

General

- Send attendance and suspension reports weekly to HMFI and send attendance and suspension reports monthly to the Montgomery County Commission

Modifications to Page 6

Reporting

The Division of Student Support Services will provide to the HMFI Executive Director monthly reports detailing district-wide truancy activities. The HMFI Executive Director will provide to the Chief of Student Services and the Montgomery County Commission an end of the semester report in January & June which will include the following information:

MEMORANDUM OF AGREEMENT

Among

MONTGOMERY COUNTY PUBLIC SCHOOLS

CITY OF MONTGOMERY

MONTGOMERY COUNTY COMMISSION

MONTGOMERY COUNTY DISTRICT ATTORNEY

PURPOSE

We, the Undersigned, believe that education of young people is of the utmost importance in the safety and development of our community and further that the student drop-out rate needs to decrease to enhance education. We recognize that suspension and truancy have a direct correlation to the drop-out rate. For over nine years, Montgomery County Public Schools (MPS), the City of Montgomery (CITY), and the Montgomery County Commission (COUNTY) have partnered with the Montgomery County District Attorney's (DA)- Helping Montgomery Families Initiative (HMFI) to address issues of student behavior and attendance. Desiring to continue and expand our efforts and pursuant to the laws of the State of Alabama, especially Section 16-28-12 of the Code of Alabama, we hereby desire and determine to enter into this agreement to more efficiently and effectively utilize our resources to that end.

TERMS

This Agreement shall be for one year commencing October 1, 2018 and ending September 30, 2019. This Agreement may be terminated by either party providing thirty (30) days written notice or at any time by mutual written consent of all parties.

MPS, the CITY and the COUNTY, have agreed to support and provide some funding to the DA to continue the existing HMFI programs. Monies will be utilized solely to pay HMFI expenses such as staff salaries and benefits, travel (reimbursed at the federal reimbursement rate) and materials including office supplies, postage, radio/cell phones and printing.

The DA will employ staff to perform activities and duties as described under roles and responsibilities in this document. The staff will be employees of the DA's HMFI program under the direction of the Executive Director. The HMFI Director will work in partnership with the Chief of Student Services and other school officials as designated by the MPS Chief Education Officer (CEO) to ensure action steps identified within the body of this Agreement are executed. The DA shall be totally responsible for, and shall have exclusive control over, the management and disbursement of all such monies received under this Agreement.

ROLES AND RESPONSIBILITIES

The Helping Montgomery Families Initiative (HMFI) serves youth ages 6 up to 17 years old as identified in the Alabama Mandatory Attendance law as being required to attend school. HMFI is designed to be a short-term intervention/prevention program that focuses on early identification and intervention with youth exhibiting serious behavior concerns in a learning environment or are at risk of being truant. HMFI utilizes a comprehensive assessment process, multidisciplinary approach and team to identify the underlying needs of a student which may hinder their ability to behave appropriately in a learning environment or attend school regularly. The assessment process is holistic and includes the student and family. To this end, HMFI will utilize attendance and suspension reports sent by MPS to identify students suspended for disciplinary infractions which do not warrant law enforcement involvement. An initial letter of concern/warning will be sent to the parent(s)/guardian(s) at the 1st out of school suspension for a serious disciplinary infraction. An assessment letter will be sent for a subsequent suspension for a serious disciplinary infraction. HMFI staff will schedule and make home visits to complete assessments with families that can be contacted. HMFI will also assist MPS families that contact the program for assistance. The North Carolina Assessment Scale-G, a nationally recognized instrument will be utilized to complete an assessment. The assessment and other information gathered will result in an Individualized Intervention Plan (IIP) which prescribes specific services that may address the needs of the student and family. The overall goal is to improve the behavior that prevents a student from behaving appropriately in a learning environment or attending school regularly as required by the Code of Alabama Section 16-28-12. Thereby, to this end the following steps will occur with the focus of keeping youth in school and out of the justice system.

HMFI is considered a higher level of intervention with a focus on serious behavior as defined below:

Description of Student Code of Conduct Serious Offenses:

Class B: Code 8: Criminal Mischief/Pranks/Vandalism; Code 20: Harassment/Bullying; Code 30(A): Sexual Offense; Code 30(B) Obscenity; Code: 31 Threats/Intimidation; Code: 31(1) Includes toward a school employee; Code 31:2 Include gang affiliation; Code 35: Trespassing

Class C: Code 11: Disorderly Conduct/Disruption of School; Code 12: Disruptive Demonstration Involving Five or More Students or Code 22: Incite Others to Create a Disruption of School; Code 17: Fighting Among Students; Code 29: Sexual Harassment; Code 49: Replica of a Weapon

Class D: Code 01: Purchase, Possession or Code 02: Sale, Delivery or Distribution or Code 03: Use of Alcoholic Beverages; Code 13: Purchase, Possession or; Code 14: Sale, Delivery or Distribution or; Code 15: Use of Marijuana, Narcotics, Stimulants, and Any Other Unauthorized or illegal Substances or Drug Paraphernalia; Inappropriate Use of Medications, Purchase, Possession, Sale, Delivery, Distribution, or Use of other Intoxicants

The above-mentioned codes exclude those where law enforcement shall be called.

DA agrees to:

General:

- Support and fund HMFI in the amount of \$50,000
- Provide oversight of all HMFI staff

Anti-bullying Program

- The DA will send the text reporting incidents of alleged bullying to HMFI upon receipt
- HMFI will attempt to contact the reporter that sent the text to ascertain information needed related to the specific incidents; Contact information for the parent(s)/guardian(s) if not the reporter; Name(s) of the person(s) that is alleged to be involved in the bullying
- Advise the parent(s)/guardians(s) on how to report bullying in accordance with MPS policies
- Provide information to parent(s)/guardian(s) regarding community/school-based resources
- Send the written bullying reporting form by the next business day to MPS for investigation and to assess when safety plans are needed
- Parent/Guardian will be advised to contact law enforcement and file reports when needed

Suspension

- Review suspension reports sent from MPS to identify students suspended for a disciplinary infraction that may warrant an initial letter of concern/warning sent to the guardian(s)/parent(s) or an assessment letter for a second serious disciplinary infraction
- Send initial letters of concern/warning weekly to parent(s)/guardian(s) of students identified as being suspended after receiving their 1st-disciplinary infraction
- Monitor students' behavior weekly through suspension reports to identify students suspended for a 2nd subsequent suspension for a serious disciplinary infraction
- Request profiles from MPS STI-INOW System to review the description of infractions and contact information for parent(s)/guardian(s)
- Send assessment letters to parent(s)/guardian(s) of students suspended for a 2nd serious disciplinary infraction
- Parent(s)/guardian(s) of students who had previous HMFI involvement but were closed due to non-compliance with program requirements will be sent an assessment letter at the students 1st suspension for a serious disciplinary infraction
- Generate letters and attempt to make telephone contact with guardian/parent of youth to schedule assessments
- Conduct home visits with families to complete comprehensive assessments utilizing the North Carolina Family Assessment Scale-G version (NCFAS-G) a nationally recognized evidence-based instrument
- Request profiles for all students in a family attending MPS who are a part of the assessment

- Conduct school visit to gather information needed for the target child of an assessment
- Present family assessments to the Multi-Disciplinary Team (MDT) for interagency information sharing, accessing services and the development of an Individualized Intervention Plan (IIP) for every new case to include siblings attending public schools and to link parent/guardian to services that may address their specific needs
- Develop and send IIPs weekly for all new cases to parent(s)/guardian(s). The IIP will include recommended services, provider names and contact information
- Referrals will be made by HMFJ staff for students and their families to services within the community and MPS
- HMFJ staff will monitor the students' and guardian's/parent's compliance with services through a minimum of bi-weekly contact with the guardian/parent and provider agencies
- Attendance and behavior of students in open cases will be monitored through contact with the guardian(s)/parent(s), MPS attendance/suspension reports and contact with school personnel and profiles
- HMFJ staff will complete a Post NCFAS-G with families of students when significant process has been made (i.e. improved behavior, reduction in out of school suspensions, improved attendance)
- Send MPS Chief of Student Services a monthly report with names of families where efforts to make contact have failed
- Seek assistance from MPS to contact non-compliant families as needed
- Prepare summaries of efforts for court involved cases as needed
- Notify MPS Chief of Student Services when the program has reached its capacity for serving students and families.

Truancy:

- Work closely with the Division of Student Services
- Generate the DA/TIP Alert Letter and mail to guardian(s)/parent(s) of students after the 2nd unexcused absence contingent upon the schools having sent the initial written notification of the Alabama Compulsory School Attendance Law Letter
- Assist with coordinating Early Warning (EW) meetings with Juvenile Court and MPS Student Support Services
- Reported incidents of truancy will be forwarded to the Chief of Student Services for investigations

MPS agrees to:

General

- Support and fund HMFJ in an amount of \$100,000
- Pay postage costs/mail all letters to MPS guardian(s)/parent(s)
- Send attendance and suspension reports weekly to HMFJ
- Send complete profiles to include the following information (demographic, guardian/parent contact, attendance, disciplinary infractions, special education code, and grades) to HMFJ
- Designate representatives to serve on HMFJ's Multi-Disciplinary Team (MDT) (i.e. Student Support Services, Student Social Services, Special Education, and Curriculum and Instruction)

- Enter contact information for guardian(s)/parent(s) into STI-INOW System
- Continue to monitor and spot check school personnel regarding the proper implementation of guidelines of attendance and discipline data entry into the STI-INOW System
- Monitor discipline issues and suspension rates

Bullying Program

- Send a monthly report to HMFI with the dispositions for bullying reports received from the HMFI staff

Truancy

- Require schools to generate through STI-INOW System and mail the initial letter to notify guardian(s)/parent(s) of the Alabama Compulsory Attendance Law at the first unexcused absence
- Provide HMFI with weekly CSV files containing a list of all students with unexcused absences for the preceding week and a list of students receiving a compulsory attendance letter
- Monitor unexcused absence rates
- Monitor and spot check attendance data to make sure it is in alignment with MPS policies
- Utilize school messenger to alert parent(s)/guardian(s) of the child's absence from school to include language that informs parent(s)/guardians(s) of the three-day window to submit an excuse upon a student's return to school
- Identify students who meet the criteria for truancy
- Make home visits to parent(s)/guardian(s) of truant students
- Serve parent(s)/guardian(s) of truant students with the written notification of the Alabama Compulsory Attendance Law
- Assist with coordinating Early Warning Meetings
- Mail Early Warning Meeting Notices to parent(s)/guardian(s)
- File affidavits with Juvenile Court as necessary
- Attend all court hearings as necessary and required

THE CITY AGREES TO:

- Provide funding for HMFI in the amount of \$125,000

THE COUNTY AGREES TO:

- Provide funding for HMFI in the amount of \$100,000

Outcomes

- (1) Improved community awareness of the importance of school attendance & behavior
- (2) Improved attendance and decreased numbers of suspensions for students successfully completing HMFI's program

Reporting

The Division of Student Support Services will provide to the HMFI Executive Director monthly reports detailing district-wide truancy activities. The HMFI Executive Director will provide to the Chief of Student Services an end of the semester report in January & June which will include the following information:

- Number of assessments administered with the North Carolina Family Assessment Scale-G (NCFAS-G)
- Number of students referred to MPS services and partner agencies
- Number of new IIPs developed
- Number of cases closed

GENERAL

Confidentiality

All parties will maintain the confidentiality of student and family information in accordance with the Federal Education Rights Privacy Act (FERPA), Health Insurance Portability and Accountability (HIPAA), and other regulations governing privacy and juveniles and only share said information as agreed upon by all parties involved.

The DA acknowledges the need to protect personal identifying information and other information of MPS students. MPS will ensure that its employees and all persons providing services hereunder will protect all such information from disclosure without the written consent of students and parent(s)/guardian(s) and will comply with all federal and state laws and regulations pertaining to protection of student information.

More specifically, MPS acknowledges that it has designated HMFI as a "school official" with legitimate education interests "in the information of students whose records are being shared under the terms of this Agreement, for purposes of the Family Educational Rights and Privacy Act (FERPA) and other applicable federal law and regulations. Nothing in this Agreement is to be constructed as establishing an agency relationship between the HMFI and MPS for any purpose other than as set out in this paragraph. HMFI agrees that it will not use or allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the MPS's FERPA policy contained in the MPS Code of Student Behavior. HMFI acknowledges that it has retained and reviewed a copy of this Policy and understands the language set forth therein.

Compliance with Applicable Laws

The parties will comply with the requirements of applicable laws, rules, and regulations of all government authorities.

Independent Contractor/No Agency. It is mutually agreed and understood by the parties to the Agreement that, except as provided in the FERPA Compliance paragraph,

- a. The services of the HMFI are retained on an independent contractor basis.
- b. MPS asserts no control or reserved right of control over the activities of the HMFI or the officers, directors, employees, agents, or subcontractors of the DA.
- c. All officers, directors, employees, agents, and subcontractors of HMFI are selected, employed and terminated exclusively by the DA; shall not be Agents or employees of MPS; and shall not make a claim for any benefit that is conferred upon an employee of MPS including, but not limited to, status under the Students First Act
- d. Neither party is authorized to act as an agent for, or legal representative of, the other party and
- e. Neither party shall have the authority to assume or create any obligation on behalf of, or in the name of, or binding upon, the other party.

Criminal Background Check

Each person employed by the DA under this Agreement shall pass a criminal background check. The DA will be responsible for the criminal background clearances for HMFI staff.

In witness thereof, the parties have executed this Memorandum of Agreement on the dates indicated below in the City of Montgomery, County of Montgomery and State of Alabama.

MONTGOMERY COUNTY DISTRICT ATTORNEY

BY: D. D. Bailey Date: 11-14-18

DARYL D. BAILEY

District Attorney

100 S. Lawrence Street, Montgomery, AL 36104

MONTGOMERY PUBLIC SCHOOLS

BY: Ann Roy Moore Date: 12-18-18 *AM*

ANN R. MOORE

Superintendent

307 S. Decatur Street, Montgomery, AL 36104

CITY OF MONTGOMERY

BY: _____ Date: _____

TODD STRANGE

Mayor

103 N. Perry Street, Montgomery, Al 36104

MONTGOMERY COUNTY COMMISSION

By: _____ Date: _____

ELTON N. DEAN, SR.

Chairperson

101 S. Lawrence Street, Montgomery, Al 36104

SEE ATTACHED ADDENDUM TO MEMORANDUM OF AGREEMENT

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

FEB - 4 2019

January 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Interagency Agreement with the Alabama Department of Human Resources
regarding the New DHR Building Project

The Montgomery County Commission, at its meeting on January 22, 2019, agreed to place on the next agenda an Interagency Agreement with the Alabama Department of Human Resources regarding the New DHR Building Project.

I am requesting that the Commission approve this Agreement.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

INTERAGENCY AGREEMENT
BETWEEN
THE ALABAMA DEPARTMENT OF HUMAN RESOURCES
AND
MONTGOMERY COUNTY COMMISSION

THIS AGREEMENT (hereinafter referred to as the "Agreement") is hereby entered into by and between the Alabama Department of Human Resources (hereinafter referred to as the "Department") and Montgomery County Commission (hereinafter referred to as the "County"). This agreement is intended to provide for reimbursement to the County by the Department for certain preliminary design fees and other expenses related to the building improvement project for the Montgomery County DHR facility in Montgomery, Alabama (hereinafter referred to as "the Project").

WHEREAS, the Department is a duly authorized governmental entity operating under the laws of the State of Alabama;

WHEREAS, the Department and the County have agreed to the terms and considerations described herein and both shall perform designated actions hereto described, and to thereafter perform in consideration thereof, the provisions of this agreement;

NOW, THEREFORE BE IT RESOLVED in consideration of the above premises and consideration of mutual covenants and agreements contained herein, the Department and the County do hereby agree as follows:

1. This Agreement shall become effective on February 4, 2019, and shall remain in effect until August 1, 2020, or until the date of the completion of the Project, whichever date is later. This Agreement may be mutually renewed or extended by letter, or other written instrument, duly executed by the parties hereto.

2. During the period of this Agreement, the County may issue contracts for design services including architectural, engineering, surveying, testing, and other services (hereinafter referred to as "Design Services") necessary to produce construction documents and secure bids for the Project. Any such contracts for Design Services shall be subject to the prior written approval of the Department, such approval not to be unreasonably withheld.

3. As the Design Services are performed and costs for such Design Services are incurred and paid by the County, the County will accumulate such Design Services costs. At such time as funding is available for the Project, the County shall submit a request for reimbursement for Design Services from the proceeds of the funding for the Project, such request for reimbursement to include appropriate supporting vendor invoices and proof of payment of such invoices by the County.

4. Should the Project ultimately fail to be built, the Department, upon receipt of request for reimbursement, including appropriate supporting vendor invoices and proof of payment of such invoices by the County, will issue payment to the County for the amount of Department approved Design Services for the Project incurred and paid by the County.

5. Contemporaneous with this Agreement, the County shall provide copies of all expenditures incurred to date by the County for the Project, including copies of all such invoices.

6. It is agreed that the terms and commitments contained in this Agreement shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The County's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

FOR THE DEPARTMENT:

Nancy T. Buckner, Commissioner
Alabama Department of Human Resources

Witness:

FOR MONTGOMERY COUNTY COMMISSION:

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

Witness:

AGENDA

FEB - 4 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mes*

DATE: January 10, 2019

RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 2 to Galls, LLC contract for Sheriff's Office uniforms items 1-21, 23-27, 30, 57 and 58 be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning February 7, 2019 and ending on February 6, 2020.

Galls, LLC would like to increase pricing by 5% 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 Derrick Cunningham, Sheriff.

Attachment

4

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 2

Contract with Galls, LLC for Sheriff's Office uniforms is hereby extended for one (1) year, beginning February 7, 2019 and ending February 6, 2020.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

GALLS, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

FEB - 4 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *MLS*
DATE: January 10, 2019
RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I have been advised that Gulf States Distributors, the low bidder of items 28 and 29 chooses not to renew their contract for Sheriff Office Uniforms.

I recommend that the Commission accept Amendment 3 to the next low bidder of items 28 and 29, MAC Uniforms, in the amount of \$2,310.00 based on unit pricing, be considered on a future agenda.

This amendment to the contract will begin February 7, 2019 and ending on February 6, 2020.

Amendment has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 3

Contract with MAC Uniforms for Sheriff's Office uniforms, is hereby amended as follows:

Items 28 and 29 will be added to the contract for Sheriff Office uniforms as needed, based on unit pricing.

All other provisions of the contract remain the same.

WITNESS:

MAC UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Gulf States Distributors
6000 E Shirley Lane Montgomery, Al 36117
(334-271-2010) 1-800-223-7869 Fax: 334-279-9267
Distributors of Quality Law Enforcement Products

November 27, 2018

Montgomery County Commission
Myrtle Singleton
Purchasing Office
Montgomery, Alabama 36102-1667

RE: Invitation to Bid Number 52110-17B-008
Sheriff's Office Uniforms

Dear Ms. Singleton,

Gulf States Distributors regrets to inform Montgomery County Commission that we will be unable to extend the existing uniform contract due to a major price increase from one or more of our manufacturers listed on said contract. Please contact us if you have additional questions.

Sincerely,

Theresa Floyd
Office Manager
tflo@gulfstatesdist.com

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 66 BIDS MAILED									
BID NO. 62110-17B-008									
ISSUED: January 16, 2017									
OPENED: January 31, 2017									
SHERIFF'S OFFICE									
TERMS OF PAYMENT / DISCOUNT:									
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID #1		BID #2		BID #3	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	BLAUER SUPERSHIRT L/S-MEN	EA	50	\$80.33	\$2,616.50				
1	BLAUER SUPERSHIRT L/S-MEN 4X	EA	1	\$65.44	\$65.44				
1	BLAUER SUPERSHIRT 4X XLN	EA	1	\$70.47	\$70.47				
1	BLAUER SUPERSHIRT 5X LMG, XLN	EA	1	\$88.09	\$88.09				
2	BLAUER SUPERSHIRT S/S-MEN	EA	50	\$46.33	\$2,316.50				
2	BLAUER SUPERSHIRT S/S-MEN 4X	EA	1	\$80.22	\$80.22				
3	BLAUER CLASSACT PANTS- MEN	EA	50	\$39.67	\$1,983.50				
3	BLAUER CLASSACT PANTS- MEN 52-54	EA	1	\$47.60	\$47.60				
3	BLAUER CLASSACT PANT 65-60	EA	1	\$80.22	\$80.22				
4	BLAUER SUPERSHIRT L/S WOMEN	EA	50	\$46.33	\$2,316.50				
4	BLAUER SUPERSHIRT L/S WOMEN 50-52	EA	1	\$65.61	\$65.61				
5	BLAUER SUPERSHIRT S/S WOMEN	EA	50	\$50.33	\$2,516.50				
5	BLAUER SUPERSHIRT S/S WOMEN 50-52	EA	1	\$80.39	\$80.39				
6	BLAUER CLASSACT PANTS-WOMEN	EA	50	\$39.67	\$1,983.50				
6	BLAUER CLASSACT PANTS-WOMEN 28-30	EA	1	\$47.60	\$47.60				
7	BLAUER PATROL SHELL	EA	50	\$745.33	\$7,286.50				
7	BLAUER PATROL SHELL 4X LMG	EA	1	\$212.73	\$212.73				
7	BLAUER PATROL SHELL 5X LMG	EA	1	\$286.36	\$286.36				
7	BLAUER PATROL SHELL 2X-6X SHIRT	EA	1	\$255.33	\$255.33				
8	BLAUER SOFTSHELL FLEECE JACKET	EA	50	\$110.00	\$5,500.00				
8	BLAUER SOFTSHELL FLEECE JACKET 4X	EA	1	\$142.88	\$142.88				
9	BLAUER BDU TACTICAL SHIRT L/S - MEN	EA	50	\$58.67	\$2,933.50				
9	BLAUER BDU TACTICAL SHIRT L/S - MEN 4X LMG 4X XLN	EA	1	\$82.14	\$82.14				
10	BLAUER BDU TACTICAL SHIRT S/S-MEN	EA	50	\$52.67	\$2,633.50				
11	BLAUER BDU TACTICAL SHIRT S/S-WOMEN	EA	50	\$52.67	\$2,633.50				
12	BLAUER BDU TACTICAL SHIRT L/S-WOMEN	EA	50	\$58.67	\$2,933.50				
12	BLAUER BDU TACTICAL SHIRT L/S-WOMEN 5X	EA	1	\$88.00	\$88.00				
13	BLAUER BDU TACTICAL PANTS- MEN	EA	50	\$58.00	\$2,900.00				
13	BLAUER BDU TACTICAL PANTS- MEN 52-58	EA	1	\$59.61	\$59.61				
13	BLAUER BDU TACTICAL PANTS- MEN 55-60	EA	1	\$75.39	\$75.39				
13	BLAUER BDU TACTICAL PANTS- MEN 60+	EA	1	\$87.00	\$87.00				
14	BLAUER BDU TACTICAL PANTS-WOMEN	EA	50	\$38.00	\$1,900.00				
14	BLAUER BDU TACTICAL PANTS-WOMEN 28-30	EA	1	\$59.61	\$59.61				
15	5.11 TACTICAL SHIRT S/S-MEN	EA	50	\$35.00	\$1,750.00	\$39.80	\$1,995.00		

Notes:

Galls, LLC has additional charges for oversized clothing not included in bid price

7-4

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:													
BID NO. 52110-17B-008													
ISSUED: January 10, 2017													
OPENED: January 31, 2017													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID #1		BID #2		BID #3		BID #4		BID #5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
15	5.11 TACTICAL SHIRT S/S-MEN	EA	50	\$35.00	\$1,750.00								
16	5.11 TACTICAL SHIRT S/S-MEN, 5X REG & LING	EA	1	\$40.44	\$40.44								
17	5.11 TACTICAL SHIRT L/S-MEN	EA	50	\$38.16	\$1,908.00		\$2,200.00						
18	5.11 TACTICAL SHIRT S/S-WOMEN	EA	50	\$34.99	\$1,749.50		\$1,995.00						
19	5.11 TACTICAL SHIRT L/S-WOMEN	EA	50	\$34.99	\$1,749.50		\$2,200.00						
20	5.11 TACTICAL PANTS-MEN	EA	50	\$36.05	\$1,802.50		\$2,075.00						
21	5.11 TACTICAL PANTS-MEN 28-44	EA	1	\$37.07	\$37.07								
22	5.11 TACTICAL PANTS-MEN 48-54	EA	1	\$42.41	\$42.41								
23	5.11 TACTICAL PANTS-MEN 54	EA	1	\$43.81	\$43.81								
24	5.11 TACTICAL PANTS-WOMEN	EA	50	\$32.60	\$1,630.00		\$2,075.00						
25	WINDBREAKER	EA	50	\$26.00	\$1,300.00		\$2,845.00						
26	WINDBREAKER 2X-3X	EA	1	\$27.00	\$27.00								
27	WINDBREAKER 4X-5X	EA	1	\$29.00	\$29.00								
28	WINDBREAKER 6X	EA	1	\$30.00	\$30.00								
29	T-SHIRTS	EA	50	\$25.00	\$1,250.00		\$545.00						
30	BLAUER ARMORSKIN BASE SHIRT S/S MEN	EA	50	\$37.00	\$1,850.00		\$10.80						
31	BLAUER ARMORSKIN BASE SHIRT S/S MEN 4X	EA	1	\$48.11	\$48.11								
32	BLAUER ARMORSKIN BASE SHIRT S/S MEN 5X	EA	1	\$54.78	\$54.78								
33	BLAUER ARMORSKIN BASE SHIRT L/S MEN	EA	50	\$40.00	\$2,000.00								
34	BLAUER ARMORSKIN BASE SHIRT L/S MEN 4X	EA	1	\$51.85	\$51.85								
35	BLAUER ARMORSKIN BASE SHIRT L/S MEN 5X	EA	1	\$70.00	\$70.00								
36	BLAUER ARMORSKIN BASE SHIRT L/S WOMEN	EA	50	\$40.00	\$2,000.00								
37	BLAUER ARMORSKIN BASE SHIRT S/S WOMEN	EA	50	\$37.00	\$1,850.00								
38	BLAUER FLEECE LINED V-NECK SWEATER	EA	50	\$88.33	\$4,416.50								
39	BLAUER FLEECE LINED V-NECK SWEATER 4X	EA	1	\$116.14	\$116.14								
40	DICKIE PANTS-MEN	EA	50	\$25.00	\$1,250.00		\$18.95						
41	DICKIE PANTS-MEN 62-70	EA	1	\$27.80	\$27.80								
42	DICKIE PANTS-WOMEN	EA	50	\$25.00	\$1,250.00		\$19.60						
43	DICKIE PANTS-WOMEN 18 REG, 20-24 REG	EA	1	\$25.50	\$25.50		\$395.00						
44	DICKIE PANTS-WOMEN 18 SHT, 20-24 SHT	EA	1	\$27.25	\$27.25								
45	BLAUER TURTLE NECK DICKIE	EA	50	\$11.33	\$566.50								

Notes

7-5

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:									
BID NO. 52110-17B-008 RESUBMIT: January 10, 2017 OPENED: January 25, 2017 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:									
ITEM NO.	DESCRIPTION OF ITEM	UNITS	QTY	BID #1 UNIT PRICE EXTENDED AMOUNT	BID #2 UNIT PRICE EXTENDED AMOUNT	BID #3 UNIT PRICE EXTENDED AMOUNT	BID #4 UNIT PRICE EXTENDED AMOUNT	BID #5 UNIT PRICE EXTENDED AMOUNT	ICS Lebanon's Stationery Supply Uniform Sales of America NO BID
31	FLYING CROSS CLASS A SHIRT - L/S - MEN	EA	50						
32	FLYING CROSS CLASS A SHIRT - S/S - MEN	EA	50						
33	FLYING CROSS CLASS A PANTS - MEN	EA	50						
34	FLYING CROSS CLASS A SHIRT L/S - WOMEN	EA	50						
35	FLYING CROSS CLASS A SHIRT S/S - WOMEN	EA	50						
36	FLYING CROSS CLASS A PANTS - WOMEN	EA	50						
37	ELBECO TEXTROP2 SHIRT W/ ZIPPER L/S - MEN	EA	50			\$44.80	\$2,240.00		
38	ELBECO TEXTROP2 SHIRT W/ ZIPPER S/S - MEN	EA	50			\$41.00	\$2,050.00		
39	ELBECO TEXTROP2 PANTS - MEN	EA	50			\$43.00	\$2,150.00		
40	ELBECO TEXTROP2 SHIRT W/ ZIPPER L/S - WOMEN	EA	50			\$44.80	\$2,240.00		
41	ELBECO TEXTROP2 SHIRT W/ ZIPPER S/S - WOMEN	EA	50			\$41.00	\$2,050.00		
42	ELBECO TEXTROP2 PANTS - WOMEN	EA	50			\$43.00	\$2,150.00		
43	ELBECO SHIELD PERFORMANCE SOFT SHELL	EA	50			\$100.00	\$5,000.00		
44	ELBECO DUTY MAXX TACTICAL SHIRT L/S - MEN	EA	50			\$98.00	\$4,900.00		
45	ELBECO DUTY MAXX TACTICAL SHIRT S/S - MEN	EA	50			\$90.85	\$4,542.50		
46	ELBECO DUTY MAXX CARGO PANTS - MEN	EA	50			\$94.40	\$4,720.00		
47	ELBECO DUTY MAXX TACTICAL SHIRT L/S - WOMEN	EA	50			\$98.00	\$4,900.00		
48	ELBECO DUTY MAXX TACTICAL SHIRT S/S - WOMEN	EA	50			\$90.85	\$4,542.50		
49	ELBECO DUTY MAXX CARGO PANTS - WOMEN	EA	50			\$94.40	\$4,720.00		
50	ELBECO UPX TACTICAL POLO L/S - MEN	EA	50			\$98.10	\$4,905.00		
51	ELBECO UPX TACTICAL POLO S/S - MEN	EA	50			\$94.38	\$4,719.00		
52	ELBECO BODYSHIELD EXTERNAL VEST CARRIER	EA	50			\$94.00	\$4,700.00		
53	HORACE SMALL SENTRY SHIRT W/ ZIPPER L/S - MEN	EA	50			\$90.00	\$4,500.00		
54	HORACE SMALL SENTRY SHIRT W/ ZIPPER S/S - MEN	EA	50			\$46.55	\$2,327.50		
55	HORACE SMALL SENTRY SHIRT W/ ZIPPER L/S - WOMEN	EA	50			\$90.00	\$4,500.00		

Notes:

7-6

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes

7-7

FEB - 4 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: January 15, 2019

RE: Contract No. 52200-16B-041
Inmate Food Service

I request that the attached Amendment No. 4 to Summit Food Services, LLC contract for inmate food services at Montgomery County Detention Facility be considered for approval on a future agenda.

Amendment No. 4 will allow the contract to be extended beginning January 30, 2019 thru March 3, 2019.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52200-16B-041

Amendment No. 4

Contract with Summit Food Services, LLC. for inmate food service, is hereby extended beginning January 30, 2019 thru March 3, 2019.

All other provisions of the contract remain the same.

WITNESS:

SUMMIT FOOD SERVICES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Dieter Consulting Services, Inc.

The Commission issued an RFP for Inspection and Evaluation of Elevators and Ongoing Maintenance Elevator Consulting Services, and a contract was awarded to Dieter Consulting Services, Inc., in February 2016. Contractor completed its inspection and evaluation of all County elevators and continues to provide consulting services for elevator maintenance, repairs, and replacement. Contractor is consulting with the County's architects to develop bid specifications for all elevator work included in the current building projects.

I request that renewal of the contract for ongoing maintenance elevator consulting services with Dieter Consulting Services, Inc., be placed on a future agenda.

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 16th day of February 2019, between Dieter Consulting Services, Inc. (hereinafter referred to as Dieter) of Springhill, Florida and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Dieter furnished inspections and evaluations of elevators and agrees to provide ongoing maintenance elevator consulting for Montgomery County Commission in accordance with all provisions of Request for Proposal 59310-16P-002, as issued by the Montgomery County Commission on January 4, 2016 (hereinafter referred to as the RFP), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Dieter and Montgomery County Commission agree as follows:

1. That Dieter hereby agrees to provide qualified and certified personnel to inspect and evaluate elevators at various locations throughout Montgomery County that are owned and operated by Montgomery County Commission as listed on Attachment A of the RFP.
2. Dieter's services shall include detailed description of work and general requirements as described in the scope of work per the RFP, and ongoing maintenance elevator consulting as requested.
3. That the Contract will begin on the 16th day of February, 2019 and will end on the 15th day of February, 2020, with the option to renew for two (2) years, in one (1) year periods. A price escalation may be allowed after the second year but shall not exceed 5% per year.
4. All work shall be performed in a manner and at a time which agrees with the schedule required by the Montgomery County Commission.
5. That Montgomery County Commission and Dieter may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party.
6. That Dieter will furnish elevator inspections and evaluations at prices stipulated in the Request for Proposal.

7. Invoices for services shall include a breakdown for all hours used, including: travel time; auto mileage charges; lodging expenses; meals while traveling and conducting the proposed work; parking expenses; photographic expenses; and any other project related costs. Payments shall be made within thirty (30) days of invoice date.
8. That Dieter shall at all times be in compliance with all specifications and special provisions of the RFP.
9. That Montgomery County Commission may add other locations that require elevator inspections and evaluations, as needed, during the period of the contract.
10. Dieter 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 Dieter death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Dieter agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Dieter also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
11. 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 between the Montgomery County Commission and Dieter.
12. 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 16th day of February, 2019.

WITNESS:

DIETER CONSULTING SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN DEPUTY
ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

REQUEST FOR PROPOSAL INSPECTION AND EVALUATION OF ELEVATORS

RFP Issue Date:	RFP #:	RFP Due Date:
January 4, 2016	59310-16P-002	January 25, 2016

The Montgomery County Commission solicits proposals from a quality vendor whose employees are registered in the State of Alabama as Certified Elevator Inspectors to examine and report on the condition of all of the commercial grade elevator equipment owned and operated by Montgomery County Commission. This on-site examination and evaluation will:

1. Determine the overall condition of all elevator systems in all locations.
2. Establish the remaining life of the elevator systems, and that of various major components.
3. Determine the practicality of including all elevators in a campus wide elevator maintenance contract to be maintained by a single elevator contractor vendor.
4. Determine the general safety of operation of all elevators, including compliance with the ASME A17.3 Safety Code for Existing Elevators.
5. Determine if there are any significant issues with any of the elevators, which would reflect the need for immediate work to improve safety of operation and reliability at this time.

Any questions concerning this RFP should be emailed to Scott Kramer, Risk Management Office, Montgomery County Commission, at ScottKramer@mc-ala.org, no later than 10:00 a.m. on January 15, 2016. Questions will be answered via email no later than 10:00 a.m., on January 20, 2016.



Donald L. Mims
County Administrator and Purchasing Agent

TIMELINE

DESCRIPTION	DATE
RFP issue date:	January 4, 2016
Cutoff date for questions about RFP:	January 15, 2016
Ending date for replies to RFP questions:	January 20, 2016
Proposal due date:	January 25, 2016

SUBMISSION

All proposals shall be submitted to the address listed below and shall be identified on the envelope with Request for Proposal Number **59310-16P-002** and the project title.

Mailing Address

Montgomery County Commission
Purchasing Office
P.O. Box 1667
Montgomery, Alabama 36102-1667

Physical Address

Montgomery County Commission
Purchasing Office
Annex III, 101 South Lawrence Street
Montgomery, Alabama 36104

Request for Proposals will not be considered from firms, individuals and owners of separate companies submitting more than one proposal.

No oral, telephonic, facsimile, modifications or alternate RFPs will be considered.

Vendors must submit an original and one (1) copy of its RFP. Proposals must be signed by an authorized agent of the company.

PROPOSAL EVALUATION AND SELECTION PROCESS

The Montgomery County Commission will review all proposals with particular emphasis on the following:

1. Elevator Maintenance Consulting Experience -45%
2. References-30%
3. Pricing-25%

The Montgomery County Commission will be the sole judge of the appropriateness and completeness of any and all proposals and reserves the right to reject any and all proposals that do not provide the information requested. Neither the Montgomery County Commission nor any agent thereof on behalf of the Montgomery County Commission shall be obligated in any fashion by any response(s) to this RFP. The Montgomery County Commission reserves the right to negotiate those issues not included in the proposal document. The Montgomery County Commission will not reimburse vendors for costs incurred in preparing proposals or traveling to the City of Montgomery. Moreover, Montgomery County Commission reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best

interest of the County. All RFPs shall become property of the Montgomery County Commission upon submission.

The entity that is selected by the Montgomery County Commission shall agree to abide by the terms of a contract that will be delivered to the winning vendor for its review and negotiation. If the parties cannot reach an agreement, then the request for proposal will be rejected in total.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

SCOPE OF WORK

The services to be performed shall include the following detailed description of work on the elevators owned and operated by Montgomery County Commission, located in various buildings throughout the campus:

Evaluate the general condition, remaining service life and needed repairs or required maintenance of the elevator equipment, including the locations on Attachment A or items of equipment on each elevator system and type:

- a. Hoist way door interlocks, door hangers, tracks and door closers.
- b. Hoist way door panels and thresholds.
- c. Guide shoes on hoist way door panels and car door panels.
- d. Cab flooring materials.
- e. Operating stations and buttons at each floor level.
- f. Landing lanterns, indicators and like equipment.
- g. Elevator cab enclosure, wall panels and interior.
- h. Car door and car door threshold.
- i. Cab signal fixtures including position indicators and devices.
- j. Cab lighting and ceiling fixtures and devices.
- k. Car door operator machinery and related equipment.
- l. Car door safety protective device and associated equipment.
- m. Car guides and guide rails.

- n. Pit buffers and related equipment.
- o. Under car hydraulic cylinder plunger and packing on hydraulic elevator systems.
- p. Hydraulic elevator pressure piping and components on hydraulic elevator systems.
- q. Electric driving machines on electric traction elevators.
- r. Motor-generators on electric traction elevators.
- s. Hoist cables and governor cables on electric traction elevators.
- t. Elevator electrical controllers on all types of elevators, including interior cleanliness and condition.
- u. Noise levels during elevator operation, in the case of adverse noise conditions.
- v. Over-speed governor device on electric traction elevators.
- w. Existence of rust and corrosion on visible portions of the elevator equipment.
- x. Cleanliness of pit floor, machinery room floor and car top.
- y. Cleanliness of hoist way area.
- z. Evidence of water leaks or other undesirable conditions.
- aa. Any unusual conditions that impact that do not meet the current elevator code for existing elevators or suitable service for handicapped persons. Provide photographs, where appropriate.

In connection with this work, the following general requirements shall be applicable to this scope of work:

1. Individual who examines this elevator equipment shall be registered with the State of Alabama as a Certified Elevator Inspector, and shall have a State of Alabama issued license held in his or her name. While the work performed will not be reported to the State of Alabama, Department of Elevators, the safety and expertise required for such examination is such that the experience shall be no less than that required for a Certified Elevator Inspector.
2. Elevator examination work shall be performed in a manner and at a time which agrees with the schedule required by the Montgomery County Commission.
3. Photographic documentation of any unusual conditions will be conveyed to Owner's Agent reflecting any work that should be performed in the interest of safety or reliability.
4. Report of findings associated with the elevator equipment examination shall be submitted to Owner Agent within thirty (60) days after the site examination work has been completed. The report shall be transmitted via email, unless requested otherwise by the Owner's Agent.
5. Owner's Agent shall provide a complete list of elevators, building names and addresses for all elevators to be examined under this proposal.
6. No additional work shall be performed unless expressly requested by the Owner's Agent.
7. Owner shall provide an escort to accompany the Elevator Consultant representative while performing all work in secure locations, or where access to the machinery spaces is not easily obtained. Where appropriate to do so, keys can be provided for entry into machinery spaces without accompanying escort, provided extraordinary security measures are not required.
8. Invoice for Elevator Consultant services shall be submitted after the evaluation report has been completed and submitted.

9. Invoice for services shall include a breakdown for all hours used, including: travel time; auto mileage charges; lodging expenses; meals while traveling and conducting the proposed work; parking expenses; photographic expenses; and any other project related costs. Payments shall be made within thirty (30) days of invoice date.
10. Copies of the described report shall be provided to Owner's Agent, and PH & J architects, for informational purposes connected with future project or property enhancement needs.
11. The elevators to be evaluated are included in the Attachment A.
12. Annual examinations of the elevators in the Health Department and DHR buildings included on the bottom of Attachment A (covered under State contract) will be included in this RFP.

Minimum Qualifications

The Montgomery County Commission requires that all RFPs provide the following information for consideration of the RFP. **Proposals received without the following required information will not be considered.**

1. The vendor must be organized and exist for the primary purpose of providing the services described herein. Vendor must include an updated copy of the Alabama Department of Labor Elevator Inspector license.
2. All Proposals must provide the qualifications, including a minimum of 10 years experience in elevator maintenance consulting, of those individuals who will or may administer the services described herein.
3. All Proposals must include background information on the company including, but not limited to, years of service in the elevator business and description of services in the Montgomery area.
4. The vendor will be required to provide a certificate of insurance coverage in the minimum amount of \$1,000,000 commercial general liability per occurrence coverage.
5. Vendor must provide three or more references of clients in the State of Alabama for which similar services have been provided. For each reference include:
 - Agency/Business name
 - Contact name
 - Physical address
 - Telephone number
 - Email address of primary contact
 - Dates services provided

FEES FOR SERVICE

Proposals should include an hourly rate for services rendered, as well as the rate to reimburse for additional expenses if applicable. Mileage will be reimbursed at the rate allowed by the IRS. In addition, the total fees should contain a "not to exceed" component for items 1 and 2 listed below:

1. To produce a thorough report identifying the overall condition of all elevator systems in all locations. The report must include the remaining life of the elevator systems and that of various major components.
2. To determine the practicality of including all elevators in a campus wide elevator maintenance contract to be maintained by a single elevator contractor vendor.
3. To provide ongoing maintenance elevator consulting as problems arise.

Daily Per Diem:

Lodging \$ _____

Meals \$ _____

- | | | | | |
|----|-------------|----------|---------------|----------|
| 1. | Hourly Rate | \$ _____ | Not to exceed | \$ _____ |
| 2. | Hourly Rate | \$ _____ | Not to exceed | \$ _____ |
| 3. | Hourly Rate | \$ _____ | | |

Estimated time to complete items 1 and 2: _____

Response Form To Be Attached to Proposal

Company Submitting Proposal _____

Contact Person _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Printed Name and Title of Person Submitting Proposal

Signature of Person Submitting Proposal

Attachment A

Annex I, 100 South Lawrence Street

Two (2) ThyssenKrupp cable elevators
One (1) Otis hydro elevator

Annex II, 125 Washington Avenue

One (1) ThyssenKrupp cable elevator

Annex III, 101 South Lawrence Street

Four (4) Otis hydro elevators

Montgomery County Courthouse, 251 South Lawrence Street

Three (3) ThyssenKrupp cable elevators and one (1) hydro elevator

Montgomery County Detention Facility ("Old Jail"), 250 South McDonough Street

Two (2) ThyssenKrupp cable elevators

Montgomery County Detention Facility ("New Jail"), 255 South McDonough Street

Three (3) Otis belt driven and two (2) hydro elevators

Carnegie Building, 131 South Perry Street

One (1) Diversified Elevator Service and Equipment hydro elevator

Greil Building, 305 South Lawrence Street

Not covered (wheel chair lift)

Scott Street Parking Deck –

Two (2) Schindler hydro elevators

Department of Human Resources, 3030 Mobile Highway

Two (2) elevators

Montgomery County Health Department, 3060 Mobile Highway

Three (3) elevators

FEB - 4 2019



Montgomery Area Committee of 100, Inc.

P. O. Box 79

Montgomery, AL 36101

Invoice

Honorable Elton Dean
Montgomery County Commission
P O Box 1667
Montgomery, AL 36102

Date	Invoice #
1/7/2019	2176

MTGY CO. COMMISSION
JAN 11 '19 AM 9:10

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00



Office of Public Affairs
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

AGENDA

FEB - 4 2019

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Hannah Hawk 
Manager of Public Affairs

SUBJECT: 2019 County Employee Blood Drives

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. I am requesting the county continue this tradition by sponsoring two blood drives in 2019.

I am also requesting that the Commission allow elected officials and department heads, at their discretion, to give employees who donate blood four hours of paid administrative leave. This time off must be scheduled in advance with the department head or supervisor.

I am requesting that this item be placed on the February 4 meeting agenda. Thank you.



Montgomery County Clean-Up Days 2019

Sponsored by the
Montgomery County Commission

Elton N. Dean, Sr.
Chairman

Ronda M. Walker
Vice Chairman

Commissioners:
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

To better serve our citizens, the Montgomery County Commission is partnering with Liberty Disposal, Inc. to host **Montgomery County Clean-Up Days**. On the last Saturday of each month citizens can take advantage of **FREE** garbage collection sites throughout Montgomery County.

*The Montgomery County Commission is offering this **FREE** Service as an added benefit for our citizens.*

AGENDA

FEB - 4 2019

TIME: 10:00 a.m. — 2:00 p.m.

CLEAN-UP DATES

January 26, 2019

February 23, 2019

March 30, 2019

April 27, 2019

May 25, 2019

June 29, 2019

July 27, 2019

August 31, 2019

September 28, 2019

October 26, 2019

November 30, 2019

December 28, 2019

LOCATIONS

Hope Hull

Vacant grocery store at railroad tracks (Wasden Road)

Mount Meigs

Georgia Washington Jr. High School

Pike Road

County Lot on Meriwether Road (across from The Feed Lot)

Pine Level

Pine Level Park (across from Sikes & Kohn)

Pintlala

Pintlala Elementary School

Ramer

Transfer Station
(Co. Road 12, Hickory Grove Road)

Flatwood

Flatwood Community Center
(Williams Drive)

12-1

FEB - 4 2019

FEB - 4 2019

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 2/4/19 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			28,100	31,867	19,900	3,150	28,800	111,817
**C-2019-41	RESCIND - His Vessel Ministries	RESCIND - Summer Camp for Children			-5,000			-5,000
C-2019-51	Alabama Baseball Coaches Association, Inc.	Montgomery Miracle League					1,200	1,200
			0	0	-5,000	0	1,200	-3,800
	Total Appropriations 2/4/19		28,100	31,867	24,900	3,150	27,600	115,617
	APPROPRIATED BUDGET BALANCE							
	<i>Q.2 Morris</i>							
	Administrator	Date						
		<i>2/4/19</i>						

131

FEB -4 2019

Q2 Morris 2/4/19
Administrator Date

FEB - 4 2019

FEB - 4 2019

[illegible]

15-1

AGENDA

FEB - 4 2019

January 16, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Bid Award for Renovation of Courthouse Elevators

Per the attached letter from Dieter Consulting Services, Inc., I request that a contract in the amount of \$821,904 for renovation of the elevators in the Courthouse be awarded to the low bidder, ThyssenKrupp Elevator Corporation, and it be placed on the next agenda.

Dieter Consulting Services, Inc.
Vertical Transportation Consultants

3440 Misty View Drive, Spring Hill, FL 34609

Phone: 850.653.5365 Email: rdieter@digitalexp.com

January 15, 2019

Mr. Johnny Raines, III, AIA
BDW Architects Associated
624 S. McDonough Street
Montgomery, AL 36104

RE: Montgomery County Courthouse
Phelps-Price Justice Center
Montgomery, Alabama
Elevator Renovation Bid Analysis

Dear Johnny:

Good evening. Hope this finds you doing well.

Thank you for sending me the bid results for this project which was bid today.

Bids were received from Otis Elevator Company and ThyssenKrupp Elevator Corporation.

Based on the base bids presented by both companies, the apparent low bidder is ThyssenKrupp Elevator Corporation. That being said, my recommendation is for a contract to be let to ThyssenKrupp Elevator as soon as possible, so that the on-site elevator renovation work can commence at the earliest possible date.

The voluntary alternate bid submitted by Otis Elevator is clearly not consistent with the project elevator specifications. I recommend that the alternate bid not be entertained, considering it does not provide the project with the work needed to provide the longest service life, and most reliable operation.

Thank you for your interest.

Kindest regards,

Robert F. Dieter

Robert F. Dieter
Vice President

DATE: 1-15-2019
 BARGANIER DAVIS WILLIAMS
 ARCHITECTS ASSOCIATED
 624 SOUTH MCDONOUGH STREET
 MONTGOMERY, ALABAMA 36104
 TELEPHONE: (334) 834-2038
 BDW Project Number: 2017-132.1

CERTIFIED TABULATION OF BIDS

BIDS FOR: Montgomery County Courthouse
 Phelps-Price Justice Center
 "Elevator Modernization"
 For the Montgomery County Commission
 Montgomery, Alabama

BIDDERS	SURETY	BASE BID	TOTAL
Otis Elevator Company G.C. License No. 13695		\$1,400,000.00	\$1,400,000.00
Thyssenkrupp Elevator Corp. G.C. License No. 15487	Federal Insurance Company	\$821,904.00	\$821,904.00

I certify this to be a true and correct tabulation of all bids received for this project.

15th day of January 2019

Johnny Raines, III

Notary Public

LS

My Commission Expires March 01, 2021.

By Johnny Raines, III, Project Manager
 Barganier Davis Williams Architects Associated

Johnny Raines, III

Signature

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Bid Award for Jail 1 Repairs and Renovations

The low bid for renovations and repairs of Jail 1 (excluding the fourth floor) was \$4,919,808, nearly \$1,000,000 more than the estimated \$4,000,000 construction budget, which included the fourth floor. After consultation with Sheriff Cunningham, the architect and low bidder completed value engineering to reduce the total base bid to \$3,577,661.

The value engineering excluded both the third and fourth floors (with the exception of addressing flooring issues cited by the Health Department) and eliminated sponge blasting, epoxy paint, and other work itemized in the attached analysis. Sheriff Cunningham supports the proposed value engineering because it addresses all issues in the basement, first and second floors and satisfies all Health Department concerns throughout the jail. He agrees that the remaining work on the third and fourth floors can be scheduled in the coming years.

I request that approval of the bid award to Holley-Henley Builders, Inc., be placed on the next agenda, subject to approval by the County Attorney.

PH&J architects inc.

Founded 1957 Pearson, Humphries, & Jones Architects
P.O. Box 215 Montgomery, Alabama 36101
807 S. McDonough Street Montgomery, Alabama 36104
Telephone (334) 265-8781 Fax (334) 265-9208

PH&J #1712GV

Project: Montgomery County Jail, Building 1 Renovations
for Montgomery County Commission

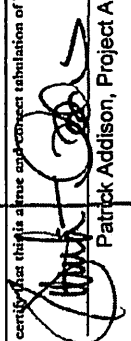
TABULATION OF BIDS

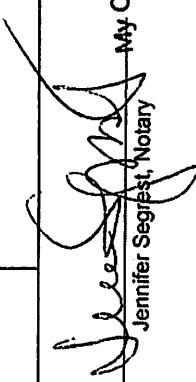
Time & Date: December 18, 2018 @ 2:00 pm

Place: 101 S. Lawrence St. Montg Co Courthouse Annex 3, Comm Conf Rm

CONTRACTOR	BASE BID	Alternate #1 Fourth Floor and Mezz	TOTAL
Holley-Henley Builders, Inc.	\$4,919,808.00	\$1,436,000.00	\$6,355,808.00
Stallings & Sons, Inc.	No Bid		
Construction One, Inc.	\$5,269,450.00	\$1,765,000.00 -\$42,000.00	\$6,992,450.00
Norris Building Company, Inc.	\$5,650,790.00	\$1,876,528.00	\$7,527,318.00

We certify that this is a true and correct tabulation of bids received.

By:  Patrick Addison, Project Architect

By:  Jennifer Segrest, Notary
My Commission Expires: March 7, 2020



ARCHITECTS & INTERIOR DESIGN
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101
334-265-8781 ♦ www.phjarchitects.com ♦ phj@phjarch.com

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Brian J. Klinkhammer, AIA

Tena M. Barnes, AIA

Wednesday, January 16, 2019

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Detention Facility Building #1
Renovations for the Montgomery County Commission
PH&J# 1712-GV

Mr. Mims,

We have, as requested, completed the value engineering of the recent bid received (December 18, 2018) for the above referenced project, achieving the required result of getting the project within the moneys allocated by the Commission for this project. This value engineering achieved the budget allocated to this project and meets the Sheriff's necessary improvements within the jail (Building #1).

This value engineering does not materially change the scope of the project bid. We achieved our goal by adjusting the processes required to complete the desired work as well as cleanly removing work from the project that was not necessary at this time, relating to the State's oversight.

The following items outline the value engineering required:

- Change the paint scheduled as epoxy coating to acrylic coatings.
- Remove the sponge blasting, paint removal procedure (required for the epoxy coatings).
- Delete all Third-Floor work.

Because of the type of work being undertaken in the jail, we had to keep the work scope isolated to areas of the building that will maintain security. To achieve this security, we need to

maintain floor separation. For this reason, similar to the original bids, Alternate (#1) condition, which was all work associated with the Fourth-Floor, to eliminate work cleanly requires elimination of another floor. The elimination of the Third-Floor work allowed us to achieve the desired budget along with other value engineering items.

By doing this, we have removed twenty-seven percent of the original bid amount to achieve a contract amount of \$3,577,661.00. There is no written limitation on how much you can eliminate from a public project under the States' Title 39 statute but the State's Attorney General has written opinions on this specific topic, which I have attached for your convenience, which states if it is in the public's interest and the circumstances are extraordinary and justify a change, a County Commission can do so.

It is our recommendation to the Montgomery County Commission to accept this value engineered effort and proceed with entering into a contract with Holley-Henley Builders, Inc. It is also our opinion that this would be in the best interest of the citizens of Montgomery County and the State to do so. It should also be done as soon as possible due to the thirty-day window the contractor can maintain his subcontractors and their pricing.

It is our opinion that any attempt to repack and rebid this work will only result in higher pricing due to the continued rising economic conditions as well as the current bidding environment here in Alabama. As you know, we already had a tight work force market here in Central Alabama, but since the hurricane hit the Gulf recently much of our local labor and resources have moved to storm damaged areas, driving our local labor pricing even higher.

We would also be concerned that this project may be tainted, and contractors will avoid it, instead going after other projects and avoiding the headache of working in an occupied jail facility. As you may remember, we originally had to facilitate asking contractors to bid this project. This time we believe our pool of contractors will be slim to none.

We also take the risk, if this project does not proceed, of the State Health Department adding additional sanctions against the County.

In summary:

1. Montgomery County Commission (Owner) requested that PH&J (architect for the project) and Holley-Henley (low bidder for the project) undertake "value engineering" to bring the

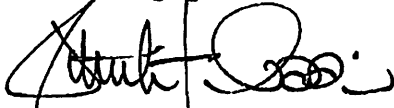
cost of the project within the estimated construction budget of \$4,000,000. The proposed change order resulting from the value engineering includes the items detailed in Holley-Henley's Proposed Cost Savings Analysis dated 1/15/2019. (See attached.)

2. The Commission considered rebidding the project with different specifications; however, after careful consideration of the cost to repackage the bid, continued rising economic conditions, and increasing number of construction projects more attractive than repair of an occupied detention facility, the Commission believes that it is in the best interest of the citizens of Montgomery County to move forward with this project as value engineered. In addition, it is critical that the project move forward as quickly as possible to correct deficiencies cited by the State Department of Health.
3. We have reviewed the proposed deductions and find them to be fair, reasonable and equitable and strongly recommend that the Commission award the bid to Holley-Henley and approve the deductive change order.

As we read the AG's opinion to implement this change, we will need to sign the project up at the original bid amount and immediately sign a change order that will deduct the value engineering savings and adjust scope of the project.

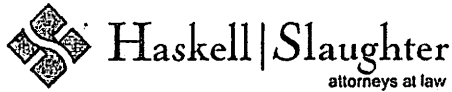
Please have the County Attorney review this information and let us know how the county would like to continue.

Thanking you in advance, I am.

A handwritten signature in black ink, appearing to read 'Patrick T. Addison', written over a horizontal line.

Patrick T. Addison, Architect

CC: Florence Cauthen, Lamar Allen, Griffin Harris, File



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

MEMORANDUM

January 29, 2019

A handwritten signature in black ink, appearing to be "T. Gallion", with a circled "G" to the right.

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Bid Award for Jail 1 Repairs and Renovations and Subsequent Deductive Change Order

I have reviewed the documents provided by the architects PH&J Architects, Inc. ("Architects"). I have also reviewed the Attorney General's Opinion pertaining to change orders relating to public entities.

I agree with the conclusion by the Architects. I understand that the low qualified bidder is Hoyt-Henley Builders in the amount of \$4,919,808. It was later determined that cuts had to be made in order to fund the project. This is unusual because change orders are normally for an increase and not a decrease. The change order is a decrease of \$1,342,147 or 27.3%. This will save the taxpayer of the County a significant amount of money.

Based on the above, I opine the County can make a deduction in the change order and will comply with the law applicable to this project.

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

S0051-317

FEB - 4 2019

Request Number: 7

COUNTY COMMISSION APPROVAL: _____

Administrator Date

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 8

AGENDA

FEB - 4 2019

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 1/22/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 1/22/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
United Way	001-56701.450	0	5,712	5,712
In House Misc. Appro.	001-59310.498	61,575	(5,712)	55,863
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 61,575	\$ 0	\$ 61,575

JUSTIFICATION: Budget for an appropriation to United Way.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

FEB - 4 2019

Request Number: 2

DEPARTMENT: Engineering REQUESTED BY: George Speake 1/18/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 1/18/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
 Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53400.212	183,770	(1,068)	182,702
Repair & Maint Bldg Improvement	111-53400.231	2,500	1,068	3,568
Fuels & Lubricants	111-53300.212	156,240	(1,644)	154,596
Repair & Maint Bldg Improvement	111-53300.231	2,000	1,644	3,644
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 344,510	\$ 0	\$ 344,510

JUSTIFICATION: To realign the budget for Repair and Maint/Building Improvements.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

FEB - 4 2019

Request Number: 1

DEPARTMENT:	<u>Recreation Board</u>	REQUESTED BY:	James Williams	1/2/19
			<u>Elected Official/Dept. Head</u>	<u>Date</u>

FINANCE REVIEW:	REVIEWED BY:	Sherrill Thomas	1/2/19
		Finance Director	Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo	✓
Agenda	

COUNTY COMMISSION APPROVAL:

Administrator
Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repairs & Maintenance	008-57301.231	5,000	5,000	10,000
Natural Gas	008-57301.245	2,000	4,000	6,000
Travel-Mileage	008-57301.260	0	3,000	3,000
Other Supplies	008-57301.219	0	2,710	2,710
Contract Services	008-57301.219	0	3,000	3,000
Architect Fees (Demo)	008-57301.230	0	9,745	9,745
Construction Cost(Demo)	008-57301.230	0	142,000	142,000
Other improvements	008-57301.531	0	84,475	84,475
Transfer from General Fd	008-40000.44951	(70,100)	(253,930)	(324,030)
Transfer To Rec Board	001-57201.290	70,100	253,930	324,030
GENERAL FUND	FUND BALANCE	0	(253,930)	(253,930)
				0
				0
Budget for Grant:				0
Grant Proceeds	008-40000.44752	0	(7,086)	(7,086)
Equipment-Bleachers	008-57301.400	0	4,204	4,204
Ball Field Upgrades	008-57301.304	0	2,882	2,882
				0
				0
				0
TOTAL		\$ 7,000	\$ 0	\$ 7,000

JUSTIFICATION: To adjust operating budgets for the South Montgomery County property (MCAC) and budget for the building demolition contract and other building improvements needed. See attached listing.

**RECREATION DEPARTMENT BUDGET CHANGE 2019-1
SOUTH MONTGOMERY COUNTY PROPERTY- MCAC
JUSTIFICATION DETAIL.**

Operating		
Repairs	Additional ongoing repair needs	5,000
Natural Gas	Utility cost higher	4,000
Mileage	Employee travel to South Montgomery	3,000
Other Supplies	Gym supplies	2,710
Other Improvements		
Contract Services	Ballfield maintenance-upgrades	3,000
Architect Fees	For Demo contract (total \$16270-\$6525 paid in FY18)	9,745
Construction-Demo	Approved demolition contract	142,000
Other Improvements	Irrigation system	2,500
	Replace Facia boards and soffitt	9,500
	Coolseal Roof	3,075
	Kitchen repairs-various	7,000
	Replace floor tiles Kitchen and cafeteria	16,500
	Gym Insulation and upper walls repair	5,100
	Repair outside bathroom	8,900
	Paint Exterior of 3 remaining buildings.	16,900
	Fencing	15,000
	Total Other Improvements	84,475
Total funding from General Fund - Fund Balance requested		253,930

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
JAMES WILLIAMS



27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

AGENDA

FEB - 4 2019

MEMORANDUM

TO: Judge Steven Reed, Montgomery County Probate

FROM: Cami Hacker, Sr. Personnel Analyst

DATE: January 7, 2019

RE: Request to rewrite the job description for Mental Health and Legal Services Coordinator and to audit the duties currently performed by the Assistant Chief Clerk

We have completed your August 23, 2018 request. The Assistant Chief Clerk was finalized in December, 2018, has been opened for application, and a certification should be made available to you shortly.

After meeting and working with members of your staff and reviewing responsibilities for similar positions, we are recommending that the Mental Health and Legal Services Coordinator classification be replaced with a new classification entitled Probate Staff Attorney.

Although the job description was written for the projected duties of the position, it was loosely patterned after the City's Staff Attorney classification. With similar responsibilities and qualifications, we are recommending that the Probate Staff Attorney be compensated at A12 as is the City's Staff Attorney.

Please review the attached job description. If you are in agreement with the proposed job description and assigned pay grade, sign the document and return it to our office. With a signed job description and the County Commission's approval, we will present the classification to the Personnel Board at its next available meeting to be added to the County's pay plan. We will also present the Mental Health and Legal Services Coordinator classification to the Board for abolishment.

You will, of course, need to receive approval from the County Commission to fill the position and a requisition will need to be submitted once the classification has been approved by the Board.

We are happy to answer any questions that you may have regarding these recommendations.

An Equal Opportunity Employer
www.montgomerypersonnel.com

22-1

PROBATE STAFF ATTORNEY

FLSA: Exempt
Pay Grade: A12

CO0034
01.04.19

NATURE OF WORK: The Probate Staff Attorney provides professional probate legal work to the Probate Judge. Work can be very complex in nature due to the legal requirements involved and the number of parties involved in resolving the matters. Work responsibilities include gathering information, developing strategies, conferring with Probate Judge, hearing probate cases, drafting legal documents, conferring with a wide variety of individuals, supervising the Probate Court staff, and overseeing Probate Court case management. Assignments are broad in scope and require the use of independent judgment and initiative in making decisions of considerable difficulty. The Staff Attorney is primarily focused on legal issues related to probate court cases (Probate Judge's Court) for mental health commitments and issues, estates, wills, trusts, conservatorships, guardianships, and adoptions. Work is performed under the general supervision of the Probate Judge and/or his designee.

WORK RESPONSIBILITIES: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned.

Gathers information relevant to probate cases by interviewing individuals, conducting or overseeing background checks, and conducting legal research in order to make informed decisions, provide options, and give legal opinions to the Probate Judge or the judge's designees.

Develops or evaluates strategies for handling probate cases in order to ensure optimal results for citizens that are within legal requirements.

Confers with the Probate Judge and/or the Chief Clerk to provide legal advice and opinions regarding probate legal issues.

Hears probate cases and renders decisions as assigned by the Probate Judge.

Drafts/prepares a variety of legal documents for judicial processes, including legal opinions, reports, filings, petitions, orders, and recommendations for authorization in order to ensure that appropriate legal actions are taken regarding probate court cases.

Confers with attorneys, mental health professionals, law enforcement, citizens, etc. in order to exchange information related to probate cases and/or to answer questions regarding probate law.

Assists the Probate Court Supervisor relative to case management to include tracking cases and their status, reviewing case files before presentation to the Judge, preparing and tabulating information pertaining to case activity, and developing processes and policies related to court support and management in order to ensure timely and accurate responses to cases.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of law to include laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

Knowledge of state and federal laws, statutes, and regulations pertaining to involuntary commitments.

Knowledge of state and federal laws, statutes, and regulations pertaining to guardianships, conservatorships, and adoptions.

Knowledge of state and federal laws, statutes, and regulations pertaining to wills and estates.

Knowledge of state and federal laws, statutes, and regulations pertaining to property disputes.

Knowledge of probate practices and procedures as needed to ensure that Probate Office is functioning within required practices and procedures and to ensure that practices and procedures are in compliance with federal, state, and local laws.

Knowledge of general court procedures as needed to prepare and present testimony and opinions to the court.

Knowledge of community health, welfare, legal support systems, and other resources related to probate matters.

Knowledge of legal research methods as needed to develop legally defensible recommendations and opinions and develop policies.

Ability to conduct research by gathering information from various sources such as hard copy files, computer files, and interviews as needed to research complaints, and resolve discrepancies.

Ability to develop policies and procedures as needed to standardize work, ensure consistent service, and ensure compliance with laws.

Ability to prepare reports including narrative, tabular, and financial reports as needed to provide data, and make projections.

Ability to determine violations and noncompliance with state and federal laws, statutes, and regulations regarding probate legal matters as needed to detect and correct problems within the probate commitment program.

Ability to identify and analyze legal issues and practical implications of decisions and actions as needed to ensure compliance with local, state, and federal laws and guidelines.

Ability to communicate orally to include speaking clearly and using appropriate grammar as needed to provide and gather information.

Ability to communicate in writing to include use of proper grammar, spelling, and punctuation, clarity, and conciseness as needed to write correspondence and prepare reports.

Ability to interpret narrative information such as state and federal laws, rules and regulations, contractual agreements, legal documents, and policy and procedure as needed to research mental health issues and legal issues that pertain to probate commitments and cases.

Ability to develop goals and objectives as needed to accomplish work assignments.

Ability to work with multiple, and sometimes competing, deadlines as needed to ensure the mission of the probate office.

Ability to establish and maintain effective working relationships with external groups as well as internal working relationships as needed to network with attorneys, mental health providers, law enforcement officials, courts, and judges.

Ability to analyze problems to include reviewing all relevant information, identifying related items and issues, tracking events in time, interpreting data, and securing additional information.

Ability to solve problems to include identifying possible solutions, analyzing strengths and weaknesses of possible solutions, evaluating the impact of the solutions, and making concrete recommendations and suggestions as needed to resolve conflict, complaints and work issues, improve productivity and work procedures, and handle multiple complex issues within a short time frame.

Ability to make appropriate decisions to include gathering relevant information, evaluating the information gathered, drawing conclusions, and devising solutions as needed to improve and monitor program activities.

Ability to manage a complex program to include establishing a plan, developing procedures, coordinating the efforts of multiple work groups, etc. as needed to ensure that the probate commitment program is effective and efficient.

Ability to provide leadership to include motivation, development, and the provision of direction to individuals.

SPECIAL REQUIREMENTS: Must be bondable by a certified bonding company. Must be willing to be on call 24 hours in order to assist the Probate Judge in preparing documents for legal actions such as commitments orders. Must be willing to attend conferences or workshops such as continuing education workshops requiring overnight stays.

MINIMUM QUALIFICATIONS: Graduation from a recognized law school, possession of a certificate of admission to the Bar of the Supreme Court of Alabama, and three years of experience practicing law following law school. Experience with probate law is preferred.

SUPERVISOR'S APPROVAL:

Probate Judge

Date

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: PROBATE
DEPARTMENT HEAD: Judge Steven Reed
SUPERVISOR: Judge Steven Reed

POSITION INFORMATION:

Position Title Probate Staff Attorney
Position Number TBD
Pay Grade A12 Pay Range \$69,237-\$103,445
Proposed Effective Date March 4, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

Personnel completed a review of the Mental Health and Legal Services Coordinator currently included in the Probate budget and recommend that it be eliminated and replaced with the Probate Staff Attorney position. Probate is in agreement and is requesting County Commission approval of the new classification and related position fill request. The personnel memo and position description are attached.

Judge Steven Reed
Department Head
Date 1/16/2019

FINANCIAL IMPACT:

The increase to the budget resulting from removing the current Mental Health and Legal Services Coordinator and replacing it with the Probate Staff Attorney position is approximately \$8,520 annually.

Sherrill Thomas
Finance Director
Date 1/16/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator
Date

22-5

FEB - 4 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections
 DEPARTMENT HEAD: Paul H. Brown
 SUPERVISOR: ReBecca Johnson

POSITION INFORMATION:

Position Title Community Corrections Technician
 Position Number 300357001
 Pay Grade A04 Pay Range \$28,765 - \$42,978
 Proposed Effective Date March 31, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Paul H. Brown Date 01/22/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/23/2019
 Employee Benefit Manager

Sherrill Thomas Date 1/23/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

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 Corrections Officer Trainee
 Position Number 500419023 (Replace M Jackson)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date February 25, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 1/30/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/31/2019
 Employee Benefit Manager

Sherrill Thomas Date 1/31/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

FEB - 4 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering D3
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Rob Chancey

POSITION INFORMATION:

Position Title County Road Equipment Operator I
 Position Number 630551023 replacing T Shephard
 Pay Grade S04-1 Pay Range 26,096 - 38,992
 Proposed Effective Date February 11, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date 01/23/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 01/23/2019

Sherrill Thomas

Finance Director

Date 1/24/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

FEB - 4 2019

DEPARTMENT: Montgomery County Engineering District 1
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Andrew McCall

POSITION INFORMATION:

Position Title County Road Equipment Operator II
 Position Number 610552011 - Replacing Johnnie Allen
 Pay Grade S06 -1 Pay Range 27,921 - 41,7182
 Proposed Effective Date February 11, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date January 16, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 01/18/2019

Sherrill Thomas

Finance Director

Date 1/18/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

FEB - 4 2019

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

POSITION INFORMATION:

Position Title Plant Maintenance Manager
 Position Number 260771032 (Replaces P. Litchfield)
 Pay Grade A10 Pay Range \$56,189-83,951
 Proposed Effective Date March 4, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Lamar Allen Date 1/31/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 1/31/2019
 Employee Benefit Manager

Sherrill Thomas Date 1/31/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 14

AGENDA

FEB - 4 2019

Date: January 30, 2019
To: Donald L. Mims, Administrator
From: Florence Cauthen
Re: Approval for the following travel:

Destination: Prattville, Alabama
Departure Date: February 20, 2019 Return Date: February 21, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend the ACCA Legislative and Government Relations Class

Traveler (s) Name: 1. Florence Cauthen 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$222.12 Advance Registration Required: \$185.00

Department Name: County Commission Fund Name: General

Additional Comments: _____
Registration- \$185.00 Mileage- 2 days = \$37.12

To: Florence Cauthen

From: Donald L. Mims, Administrator

The above request is 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$222.12 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$18,347.79</u>
Budget Available:	<u>\$6,652.21</u>
Current Requests:	<u>\$222.12</u>
Budget Balance:	<u>\$6,430.09</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/31/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

FEB -4 2019

Date: January 28, 2019
To: Donald L. Mims, Administrator
From: Hannah Hawk
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: February 7, 2019 Return Date: February 7, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the SYNERGY Marking Conference

Traveler (s) Name: 1. Hannah Hawk 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$119.00 Advance Registration Required: \$119.00

Department Name: Public Affairs Fund Name: General

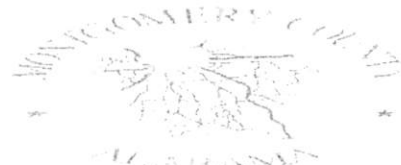
Additional Comments: _____
Registration- \$119.00

To: Hannah Hawk
From: Donald L. Mims, Administrator

The above request is app. 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$119.00 and advance registration of \$119.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$2,000.00</u>
Current Requests:	<u>\$119.00</u>
Budget Balance:	<u>\$1,881.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/28/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

FEB - 4 2019

Date: January 31, 2019
To: Donald L. Mims, Administrator
From: Hannah Hawk
Re: Approval for the following travel:

Destination: Prattville, Alabama
Departure Date: February 20, 2019 Return Date: February 21, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend the ACCA Legislative and Government Relations Class

Traveler (s) Name: 1. Hannah Hawk 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$222.12 Advance Registration Required: \$185.00

Department Name: Public Affairs Fund Name: General

Additional Comments: Registration \$185 Mileage \$37.12

To: Hannah Hawk

From: Donald L. Mims, Administrator

The above request is app. 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$222.12 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$2,000.00</u>
Current Requests:	<u>\$341.12</u>
Budget Balance:	<u>\$1,658.88</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/31/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

FEB - 4 2019

Date: 01/29/2019
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Hoover, AL
Departure Date: 05/15/2019 Return Date: 05/17/2019

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend ALTIST CRE IV: Examination and Tools Course. Attendees
Will Each Earn 20 CPE Hours That Will Apply Toward Their Initial
CRE Certification Requirements.

Traveler (s) Name: 1. Gail Ashurst 4. _____
2. Wade Watson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,652.56 Advance Registration Required: \$600.00

Department Name: Tax & Audit Department Fund Name: 001-51800-265

Additional Comments: Registration Fees \$600 Total. Lodging \$600 Total. Meals \$260 Total.
Mileage \$192.56 Total. ALTIST CRE Program Course Sponsored By Auburn University
Government & Economic Development Institute.

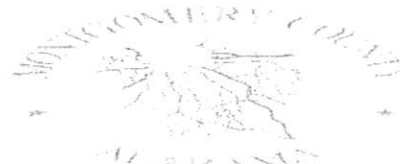
To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,652.56 and advance registration of \$600.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,850.00</u>	
Approved Requests:	<u>\$3,180.62</u>	
Budget Available:	<u>\$9,669.38</u>	
Current Requests:	<u>\$1,652.56</u>	
Budget Balance:	<u>\$8,016.82</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/30/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

FEB - 4 2019

Date: 01/29/2019
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Millbrook, AL (Springhill Suites)
Departure Date: 04/19/2019 Return Date: 04/19/2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ALTIST CRE Special Issues For Sales And Use Tax Examination.
Course. Attendees Will Each Earn 8 CPE Hours That Will Apply Toward
Their 2019 CRE Certification Requirements.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. Te'Rea Smith 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$403.20 Advance Registration Required: \$350.00

Department Name: Tax & Audit Department Fund Name: 001-51800-265

Additional Comments: Registration \$350 Total. Lodging \$0. Meals \$30 Total. Mileage \$23.20 Total.
ALTIST CRE Program Course Sponsored by Auburn University
Government & Economic Development Institute.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$403.20 and advance registration of \$350.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,850.00</u>
Approved Requests:	<u>\$3,180.62</u>
Budget Available:	<u>\$9,669.38</u>
Current Requests:	<u>\$2,055.76</u>
Budget Balance:	<u>\$7,613.62</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/30/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

FEB - 4 2019

Date: 1/29/2019
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Montgomery, AL Embassy Suites Hotel
Departure Date: February 8, 2019 Return Date: February 8, 2019
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend the Alabama Human Trafficking Summit

Traveler (s) Name: 1. Garry Gregg 4. LaVennia Anthony
2. Ontkeno Boman 5. Ray Williams/Tyrone Anderson
3. Rhonda Wimbley 6. Wade Morgan/Kim Parham

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

Total (est.) Cost: \$612.40 Advance Registration Required: \$612.40
Department Name: Youth Facility Fund Name: 001-52603-265
Additional Comments: each individual registered and paid their own fee

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator

The above request is 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$612.40 and advance registration of \$612.40 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$1,725.00</u>	
Budget Available:	<u>\$8,275.00</u>	
Current Requests:	<u>\$612.40</u>	
Budget Balance:	<u>\$7,662.60</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/30/19
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

FEB - 4 2019

Date: 1/17/2019
To: Donald L. Mims, Administrator
From: George Speake
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: 3/6/2019 Return Date: 3/8/2019
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend 30th Annual Alabama Vector Management Society Meeting

Traveler (s) Name: 1. Scott Missildine 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$950.00 Advance Registration Required: \$125.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

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

The above request is app. 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$950.00 and advance registration of \$125.00 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 and Training</u>
Current Budget:	<u>\$19,000.00</u>
Approved Requests:	<u>\$6,562.00</u>
Budget Available:	<u>\$12,438.00</u>
Current Requests:	<u>\$950.00</u>
Budget Balance:	<u>\$11,488.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/18/2019
cc: Finance Director / Buyer

27-7

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

FEB - 4 2019

Date: January 27, 2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: July 10, 2019 Return Date: July 12, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Management and Supervision

Traveler (s) Name: 1. Jeremy Calloway 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____
Registration: \$ 275.00
TOTAL EST. COST: \$275.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$4,262.28</u>	
Budget Available:	<u>\$25,737.72</u>	
Current Requests:	<u>\$275.00</u>	
Budget Balance:	<u>\$25,462.72</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/28/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

FEB - 4 2019

Date: January 24, 2019
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: March 8, 2019 Return Date: March 8, 2019
Conference Leave (Days / Hours): 5 hours
Purpose of Travel: to attend the ASU Career/Internship Fair 2019

Traveler (s) Name: 1. Monica Caudle 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$300.00 Advance Registration Required: \$300.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 2/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961.190</u>	(ex: 000-00000-000)
Description:	<u>Recruiting</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,098.28</u>	
Budget Available:	<u>\$3,901.72</u>	
Current Requests:	<u>\$300.00</u>	
Budget Balance:	<u>\$3,601.72</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/28/2019

cc: Finance Director / Buyer

27-9

January 28, 2019

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

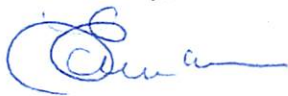
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday February 4, 2019 in executive session regarding two separate projects. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session for both projects. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



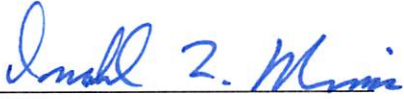
ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

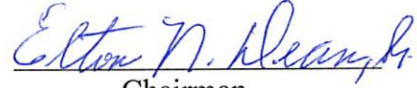
	<i>For Reference, See</i>	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> a. General Reputation and Character, Job Performance, or Salaries / Compensation b. Formal Complaints or Charges Against an Individual or Legal Entity c. Discussion with the Government Body's Attorney d. Security Plans and Measures e. Criminal Investigation and the Identity of an Undercover Agent or Informer f. Negotiations to Buy / Sell / Lease Real Property g. Preliminary Negotiations in Trade Competition h. Negotiations Between The Body and a Group of Public Employees i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 21 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary). a. Written Declarations are required for these Executive Sessions: I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. III. Discussions concerning the negotiations between the body and a group of public employees. b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4
☐ 4. Vote to go into Executive Session a) The vote must be open/public; and b) Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, February 19, 2019, at 8:00 in the morning.



Administrator



Chairman