

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

June 11, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *fm*
Interim County Administrator

SUBJECT: Information pertaining to the June 15, 2020
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, June 15, 2020, at 8:30 a.m. The Formal Session will begin at 9:30 a.m. It will be broadcast live on the Montgomery County Alabama Facebook page.

1. County Commission Information Session Schedule for June 15, 2020

Waived Rules Item for Monday, June 15, 2020

2. Consider Authorization of On-Site Partnership Agreement and Related Memorandum of Understanding for One Place Family Justice Center, County Commission
3. Consider Authorization of Bid Award to Liberty Disposal, Inc., for Dumpster Rental and Trash Collection, Bid Number 51901-20B-017, Support Services

Items to Consider for the Monday, July 6, 2020 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Agreement for Resurfacing Hyundai Boulevard from US-31 to US-331, Project# STPMN-5118(251), MCP 51-01-18, CPMS Ref.# 100064378 and Related Resolution, Engineering Department
5. Consider Authorization of Amendment Number 1 to Contract with Midsouth Paving, Inc., regarding a One (1) Year Extension, beginning July 22, 2020 and ending on July 21, 2021 for High-Performance Asphalt Cold Patch, Contract Number 53000-19B-015, Engineering Department

A COUNTY OLDER THAN THE STATE

June 11, 2020

6. Consider Authorization of Amendment Number 1 to Contract with Wiregrass Construction Company, Inc., regarding a One (1) Year Extension, beginning July 22, 2020 and ending on July 21, 2021 for Bituminous Plant Mix, Engineering Department
7. Consider Authorization of Healthcare and Dental Plan Changes, Risk Management
8. Consider Authorization of Healthcare Pharmacy Provider Change, Risk Management
9. Consider Authorization of Change of Broker for CareHere Services, Risk Management
10. Consider Authorization of Amendment Number 1 to Contract with Safe Guard Pest Services regarding a One (1) Year Extension, beginning September 1, 2020 and ending on August 31, 2021 for Pest Control Services, Support Services
11. Consider Authorization of Bid Award to Bonded Filter Co., LLC dba BFC Solutions, for Air Filters and Service, Bid Number 51901-20B-016, Support Services
12. Consider Authorization of Intergovernmental Agreement with the U.S. Marshals Service regarding Increase in Per Diem Rates for Federal Inmates, County Commission

Personnel Actions

13. Consider Authorization of Position Fill Request – Community Corrections
 - Administrative Assistant, Position Number 3000170106
14. Consider Authorization of Position Fill Request – Information Technology
 - Director of Information Systems, Position Number
15. Consider Authorization of Position Fill Request – Tax & Audit Department
 - Revenue Compliance Officer, Position Number 810102001

General Information

16. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for June 2020
17. Copies of Revenue Reports for May 2020 from Tax and Audit Department

If you have any questions, please contact me.

FMC/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JUNE 15, 2020

- 8:30 a.m. Prayer and Briefing regarding the Agenda and Scheduled Attendees
- 8:35 a.m. Executive Director Marjorie Baker with One Place Family Justice Center – Presentation regarding On-Site Partnership Agreement and Related Memorandum of Understanding (**Waived Rules Item 2**)
- 8:40 a.m. County Engineer George Speake – Presentation regarding Agreement for Resurfacing Hyundai Boulevard from US-31 to US-331 and Related Resolution (**Future Agenda Item 4**), Amendment Number 1 to Contract with Midsouth Paving, Inc., regarding a One (1) Year Extension for High-Performance Asphalt Cold Patch (**Future Agenda Item 5**) and Amendment Number 1 to Contract with Wiregrass Construction Company, Inc., regarding a One (1) Year Extension for Bituminous Plant Mix (**Future Agenda Item 6**)
- 8:45 a.m. Director of Risk Management Holly Leverette – Presentation regarding Healthcare and Dental Plan Changes (**Future Agenda Item 7**), Healthcare Pharmacy Provider Change (**Future Agenda Item 8**) and Change of Broker for CareHere Services (**Future Agenda Item 9**)
- 8:55 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 9:00 a.m. President Anna Buckalew and Senior Vice President of External Affairs Sheron Rose with the Montgomery Area Chamber of Commerce – Presentation regarding Small Business Relief Fund and Ad Valorem Referendum
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

Memorandum of Understanding (MOU)

Agency (s):

Onsite and Community Partners (Comprehensive)

Grant:

ADECA

Signatures

Elton Dean
Steven Reed
Daryl Bailey
Ernest Finley
Kelly McTear
Guy E. Lescault
Derrick Cunningham
Sharonda Pettway
Tay Knight
Jannah Bailey
Donna Marietta
Walter P. White
Tim Anderson
Pam Hall
Debbie W. Lynn
Lewis Franklin Sr.
Tony A. Garrett
Michael Murphree
Jana Zuelzke
Marjorie Baker

Date:

June 2020



ONE PLACE FAMILY JUSTICE CENTER

Partnership Agreement

On-Site & Community Partners

INTRODUCTION

One Place Family Justice Center (One Place) is a 501(c)(3) nonprofit corporation created through a partnership of public and private concerns in Montgomery County, Alabama, in order to more effectively and efficiently coordinate services for victims of family violence. One Place brings together professionals and service providers from different disciplines throughout our community in a collaborative effort to confront family violence by providing victims services to victims through a single portal that will significantly improve accessibility to necessary services and resources. The overarching goal of One Place is to provide victims of domestic/dating violence, sexual assault, stalking, human trafficking and child/elder abuse with a welcoming environment that offers sanctuary while wrapping them in the services they need to obtain justice and achieve a life that is free from further oppression.

In April 2019, One Place Family Justice Center, began the administration and operation of the Standing Together Against Rape (STAR) program, formerly of the Lighthouse Counseling Center. Founded in 1974 by the Montgomery Chapter of the National Council of Jewish Women, the program operates sexual assault services for persons of all ages in nine River Region counties to include: Montgomery, Autauga, Elmore, Lowndes, Butler, Crenshaw, Dallas, Wilcox and Perry counties. STAR provides a 24/7 Crisis hotline, forensic medical exams, referral services, advocacy, prophylactic treatment for STDs, pregnancy prevention (not termination), replacement clothing for apparel taken during examination process, toiletries, and sexual assault awareness for the community and first responders. STAR has expanded to include pediatric acute sexual assault examinations performed by trained Sexual Assault Nurse Examiners (SANE).

One Place has office space located in a building owned by Montgomery County, Alabama, and designated as County Annex No. 4, located at 530 South Lawrence Street, Montgomery, Alabama.



INTENT

Through partnerships with professionals and other service providers, One Place will serve as a centralized hub to coordinate and stimulate an interdisciplinary response to combat domestic violence, sexual assault, stalking, dating violence, human trafficking, child abuse, and elder abuse in our community. Through the collaboration of partners from various disciplines and backgrounds, institutional barriers to justice will be identified and removed and victims will receive the services they need to avoid further abuse and to repair their lives and prepare themselves for lives free from dependency and exploitation.

PURPOSE

This Partnership Agreement sets forth the basic terms and conditions under which partner organizations will voluntarily participate in One Place and provide services that promote its mission and vision. The mission of the One Place Family Justice Center is to provide a comprehensive service and support center which affords greater safety, access to services, and confidentiality for victims and families by co-locating services under one roof. The vision of One Place Family Justice Center is to: reduce homicides; increase victim safety; empower victims; reduce fear and anxiety for victims and their children; Reduce recantation and minimization; wrap the victim in services, and hold offenders accountable.



One Place Family Justice Center Partners

Montgomery County Commission

City of Montgomery

Montgomery County District Attorney's Office

Montgomery County Task Force on Domestic Violence (MCTFDV)

Montgomery Police Department – Domestic Violence Unit (MPD-DVU)

Montgomery County Sheriff's Office

Montgomery County Department of Human Resources (DHR)

Montgomery Area Family Violence Program, Inc., DBA Family Sunshine Center (FSC)

Child Protect

Montgomery Area Council on Aging (MACOA)

Maxwell-Gunter Air Force Base, Family Advocacy Program (MGAFB FAP)

Faulkner University Thomas Goode Jones School of Law

Legal Services Alabama (LSA)

United States Attorney's Office, Middle District of Alabama (USAO-MDAL)

Family Guidance Center of Alabama

Helping Montgomery Families Initiative

Victims of Crime and Leniency (VOCAL)

Montgomery Area Mental Health Authority

Easter Seals

Medical Advocacy and Outreach (MAO)

Butterfly Bridge Children's Advocacy Center

DESCRIPTION OF PARTNER AGENCIES

MONTGOMERY COUNTY DISTRICT ATTORNEY'S OFFICE is the chief prosecuting body for Montgomery County and spearheaded the effort to open One Place. The Montgomery County District Attorney's Office coordinates the serving of its Violence Against Women Unit with One Place. Staff includes: Deputy District Attorney trained in prosecution of Domestic Violence cases who serves as the vertical prosecutor on violent crimes against women in District Court and Circuit Court; an Administrative Assistant who assists the Unit, and a Victim Services Officer who assists the victim throughout the legal process by providing information immediately after the crime, attending court with the victim and coordinating regular meetings with the victim and the prosecutor. Through the efforts of the Unit, the TARGET program diverts cases from Municipal Court to District Court. The Unit accepts misdemeanor cases from Municipal Court and prosecutes them in an expedited manner. The Montgomery County District Attorney's Office continues to address the problems of lack of awareness, lack of reporting, fear of the judicial system and delays in prosecution. By working closely with Montgomery law enforcement agencies, One Place Family Justice Center's Standing Together Against Rape (STAR) program, and the Family Sunshine Center (FSC), the Unit has been able to improve services available to the victim before and after prosecution. The Unit itself continues to focus on victim awareness and self-confidence as the case navigates through the judicial system.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV) -The MCTFDV, established in 1994, meets monthly to address coordination of services and emerging issues. The monthly meetings are held at the One Place Family Justice Center.

CHIEF OF POLICE AND MONTGOMERY POLICE DEPARTMENT- DOMESTIC VIOLENCE UNIT, (MPD-DVU) - The MPD-DVU is a city-funded Bureau in the Patrol Division. The officers are assigned to the DVU to ensure victim safety, offender accountability, and collection of evidence to facilitate prosecution. To reduce the incidence and severity of family violence, the DVU has established arrest of offenders as the preferred means of intervention when the officer has probable cause to believe a crime has occurred. The DVU developed and operates TARGET, a nationally recognized program, which identifies high-risk cases with a lethality factor involving firearms and directs them to a special District Court docket for prosecution. The TARGET program is the only program of its kind in the State of Alabama and is recognized as a model by the National Crime Prevention Council and the United States Department of Justice. MPD also collaborates with the USAO-MDAL to implement Alabama ICE, a program aimed to reduce gun violence in Montgomery County.

MONTGOMERY COUNTY SHERIFF'S OFFICE (MCSO) -The mission of the Montgomery County Sheriff's Office (MCSO) is to provide the best possible law enforcement protection and service for Montgomery County. They strive to keep the citizens and the communities of Montgomery County as safe as possible. They work diligently with the various departments within the Montgomery County Courthouse, the Montgomery County District Attorney's Office, and other agencies dedicated to the prosecution of criminals in Montgomery County.

MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (DHR) - The Montgomery County Department of Human Resources receives reports of children, elderly and physically or mentally disabled adults unable to protect themselves and known or suspected to be a victim of abuse, neglect, or exploitation. DHR provides them protective services. Where serious physical abuse or sexual abuse has occurred or is suspected, DHR follows established procedures for investigation in cooperation

with the appropriate local law enforcement and prosecution authorities. DHR supports and funds the Family Assessor program provided to assess high-risk families with allegations regarding domestic violence and incorporate different community services to keep the family safe and together when possible.

MONTGOMERY AREA FAMILY VIOLENCE PROGRAM, INC., DBA FAMILY SUNSHINE CENTER (FSC) – The FSC offers immediate safe shelter – both emergency and secure transitional living, counseling, advocacy, case management, prevention and outreach programs for victims of domestic violence. FSC also operates the SAIL program, funded by the Alabama Department of Human Resources, to bring services of domestic violence specialists to persons applying for public assistance and the Family Assessor program. The Family Assessor receives DHR referrals in child protective cases with suspected family violence, conducts assessments of victims and perpetrators, and offers options to help adult victims protect themselves and care for their children. The FSC VOCA funded staff provides advocacy with public and private agencies as a major part of family violence victims' case plans. To prevent survivors from being forced to return to an abusive relationship due to financial hardship, the FSC developed and operates the Exodus Community, an income-based transitional living program for survivors of domestic violence and their families. Exodus is funded by HUD, the City of Montgomery, and corporate and private donors.

CHILD PROTECT - Child Protect, a local non-profit incorporated in November 1989, supports children who are victims of abuse through the investigation and management of their cases in a non-threatening environment. Child Protect receives referrals from the Department of Human Resources and law enforcement agencies. Child Protect refers child victims of abuse to the One Place Family Justice Center's STAR program for forensic exams, advocacy, and follow up services. They sponsor a Multi-Disciplinary Task Force to collaborate with local agencies on the best practices and avenues for each specific case deferred to the agency. Services are provided at no charge to families. Child Protect is designed to meet the child's need for warmth, support and protection by providing a friendly environment where children are interviewed about the abuse by specially trained forensic interviewers. They also offer play therapy, teen counseling, and group counseling to individuals who have been interviewed.

MONTGOMERY AREA COUNCIL ON AGING (MACOA) - MACOA was founded in 1972 to assist senior citizens by providing services to promote independent living, by offering opportunities to enhance quality of life, and by increasing community awareness of senior issues. Its diverse services address the needs of older persons who desire to actively participate in volunteer, educational, and recreational activities as well as the poor, disabled, lonely, and/or disadvantaged. In some cases, MACOA's activities provide the warmth of family and home and, in many others; they provide the hope, motivation, enjoyment, and means to live independently.

MACOA provides programs and activities for more than 2,500 seniors each month in a five-county area including Montgomery. This includes Meals-On-Wheels, senior activity centers, transportation programs, homemaker services, information and referral, and volunteer services. Their skilled caseworkers and volunteers are concerned with senior issues affecting individuals, families, and seniors particularly. They provide services, identify needs, serve as the first line of reporting, make referrals, and counsel seniors and their loved ones about the multitude of issues that confront older Americans on a daily basis.

MAXWELL-GUNTER AIR FORCE BASE, FAMILY ADVOCACY PROGRAM (MGAFB FAP) - The Air Force Family Advocacy Program is a congressionally mandated program offering community outreach, prevention and intervention services to active duty military and their family members where

family violence (adult partner maltreatment & child maltreatment) may be occurring. Active duty military and their family members, who have been referred to the FAP due to a domestic abuse/violence incident, occurring either on-base or off-base, are seen by the FAP for an initial assessment and offered appropriate counseling services. Services include individual and group counseling. Referrals to other community agencies may also be an outcome of the initial assessment. The FAP will offer initial assessment follow-up and/or appropriate referral information to military retirees and their beneficiaries. The community outreach component is dedicated to getting information out to military commanders, unit leadership, active duty members, family members, school personnel, child-care workers, chaplains, military law enforcement and special investigators and military clubs and organizations, about the issue of family violence. The goal is to inform and educate the military community about family violence to offer resources for prevention services or intervention services in situations where family violence may be occurring.

FAULKNER UNIVERSITY THOMAS GOODE JONES SCHOOL OF LAW- Jones School of Law is a private Christian school in Montgomery, Alabama that offers clinical legal education through its Family Violence Clinic, Elder Law Clinic, Mediation Clinic and Externship Program. In these legal clinics, qualified law students provide pro bono, civil legal services to clients in Montgomery County for academic credit under the supervision of the directors who are members of the law faculty and experienced, licensed attorneys. Specifically, since 2005, the Family Violence Clinic ("the Clinic") has worked in close collaboration with Legal Services Alabama, the Family Sunshine Center and the Montgomery County Domestic Violence Task Force to counsel and represent victims of domestic violence in actions for civil protection orders. The Clinic presently operates at One Place Family Justice Center and routinely collaborates with all partner organizations on client referrals and services.

LEGAL SERVICES ALABAMA (LSA) - LSA is a statewide program comprised of eight offices throughout the state of Alabama. LSA provides holistic, direct civil legal representation to low-to-moderate income individuals and families in the areas of consumer protection, housing, public benefits, and domestic violence. The scope of LSA advocacy places an emphasis on litigation on behalf of domestic violence victims (including protection from abuse, divorce, child custody, and child support cases), and clients with housing, consumer, public benefits, state and federal tax issues, community re-entry (i.e. voter rights restoration), education, as well as civil legal help to the elderly and veterans. LSA receives a grant through the Alabama Department of Economic and Community Affairs (ADECA) to provide an attorney in its Montgomery Office to represent clients in several adjacent rural counties. LSA and its attorneys have been members of the Montgomery County Domestic Violence Task Force since 1994 and maintains close relationships with the Family Sunshine Center, Jones School of Law, the Montgomery Police Department, The Montgomery Sheriff's Department and the Office of the Montgomery County District Attorney. LSA has also received funding from the Alabama State Bar's IOLTA program, specifically to hire an attorney in its Montgomery office to represent domestic violence victims; grants from the U.S. Department of justice, office on Violence Against Women, that funded an attorney in its Montgomery office to provide additional representation to domestic violence victims. Currently, LSA houses two staff attorneys at One Place Family Justice Center in order to assist victims in all civil legal matters. LSA receives funding for these attorneys as a sub-recipient of One Place Family Justice Center's VOCA grant through the Alabama Department of Economic and Community Affairs (ADECA).

UNITED STATES ATTORNEY'S OFFICE, MIDDLE DISTRICT OF ALABAMA (USAO-MDAL) - The United States Attorney's Office for the Middle District of Alabama will partner with One Place Family Justice Center in their collaborative effort to centralize the response to domestic violence and human

trafficking issues and services. The USAO-MDAL, in collaboration with the Montgomery Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives, coordinates the Alabama ICE program, a Project Safe Neighborhoods initiative, working to stop the destructive cycle of gun crime.

FAMILY GUIDANCE CENTER OF ALABAMA (FGC) - The FGC is a private, non-profit family service agency dedicated to strengthening families. They partner with families, organizations and communities through an accessible comprehensive system of coordinated programs and services designed to enable people of all ages in Alabama to envision and achieve their goals. The FGC has operated a variety of services to strengthen families, including counseling, childcare management, Big Brothers/Big Sisters and the Center for Families. A significant number of clients are, or have been, involved in a domestic violence situation. FGC offers counseling services for individuals, families, couples, children, adolescents and groups. The FGC assesses for suicide/homicide ideation and makes appropriate referrals/interventions.

HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI) - The Helping Montgomery Families Initiative is a project of the Montgomery County District Attorney (DA) in partnership with Montgomery County Public Schools (MPS). The collaboration includes: local law enforcement, healthcare professionals, mental health, social services, faith-based organizations, juvenile justice agencies, and other organizations with the primary focus of intervening in the lives of school children that have been suspended from school, but not charged with a criminal offense. The primary focus of HMFI is to meaningfully intervene in the lives of suspended students and their families by identifying the root causes of problems that impede the child's ability to behave appropriately in a learning environment. This focus extends to issues that negatively impact the overall level of family functioning. HMFI links such students and their families to the appropriate community services. HMFI utilizes a Multi-Disciplinary Team comprised of fourteen representatives from both the public and not-for-profit sector that provide services to families and children. In addition, HMFI has 49 partnerships with other community organizations that provide services to children and families and serves as referral sources.

VICTIMS OF CRIME AND LENIENCY (VOCAL) - VOCAL was organized in 1982 to create a system recognizing victims' rights. VOCAL's goal has been to balance the scales of justice by giving crime victims those same rights as offenders. VOCAL has approximately 1,900 members throughout the State. The organization has expanded its advocacy to include free counseling from a certified counselor, support at trials and parole hearings, crime scene cleanup, death notification, informing the victims of their rights and apprising the public of the plight of crime victims. Police departments and the District Attorney's Victim Service Officers utilize VOCAL's staff and volunteers, who are available around the clock for death notification, crime scene clean up, and crisis counseling.

MONTGOMERY AREA MENTAL HEALTH AUTHORITY - The Montgomery Area Mental Health Authority, Inc. (MAMHA) is a quasi-public non-profit mental health agency whose mission is to provide quality mental health services within our service area, with the assurance that these services will be provided in a manner that respects individual dignity, promotes recovery, and enhances consumer, family and provider partnership. MAMHA provides mental health services for children and adolescents in Montgomery and the surrounding area. MAMHA provides complete mental health services to include intake (assessment), treatment planning, recovery planning, individual and group therapy and psychiatric care where appropriate.

EASTER SEALS CENTRAL ALABAMA (ESCA) - ESCA is a private, non-profit organization, established in Montgomery, Alabama since 1961. Their mission is to provide quality life-enhancing

programs and services to meet the individual needs of consumers. In 2019, the organization served more than 1,500 consumers in more than 24 counties in Alabama. ESCA is an affiliated United Way agency and is an accredited facility by the Commission on Accreditation of Rehabilitation Facilities (CARF). ESCA currently manages and operates twelve unique community programs including:

- **Janice Capilouto Center for the Deaf (JCCD)**, a program that serves people who are deaf and hard of hearing, providing them job readiness training, job placement, interpreting services and community awareness.
- **Community Assisting the Re-use of Equipment (CARE)**, a program that helps local community members acquire refurbished medical equipment and assistive technology equipment at no-cost.
- **Learning Disabilities Evaluation** a program that helps consumers with disabilities return to college.
- **Vocational Evaluation**, assists in determining an individual's interests, aptitudes, abilities, and limitations to help the individual determine life goals and employment desires.
- **Vocational Training**, including Certified Nurse Assistant certification, industrial sub-contracting and job readiness, and life skills training.
- **Job Placement Services**
- **Speech Therapy**, for adults and children
- **Senior Community Service Employment Program**, putting seniors back to work in the community.
- **Bridgeways for Kids Child Development Center**, an inclusive environment for children with disabilities.
- **21st Century Learning Center**, after school care program serving disadvantaged children in the poorest county in Alabama.

ESCA also houses Excel Rehabilitation, a private program that provides pediatric occupational therapy. In addition, ESCA partners with many different state and nonprofit agencies in the community, such as Alabama Department of Rehabilitation Services, Alabama Institute for the Deaf and Blind, Family Guidance Center, Alabama Department of Mental Health, Volunteer and Information Center, Family Sunshine Center and many others.

INTER-AGENCY COMMITMENTS TO THE FAMILY JUSTICE CENTER

Each partner's role and responsibility will include providing resources, either through time, in-kind contributions, or grant funds. Some partners will provide full-time or part-time staff members to be located within OPFJC and other partners will be located off-site but will provide services at the Family Justice Center on a contract or case-by-case basis.

MONTGOMERY COUNTY COMMISSION - In order to provide services to Montgomery County victims of intimate partner violence, sexual assault, stalking and elder abuse, the Montgomery County Commission will provide approximately 9,366 square feet of office space located at 530 S. Lawrence Street, Montgomery, AL., also known as County Courthouse Annex 4 to One Place Family Justice Center to house all victim services programming. Montgomery County Commission also agrees to provide network infrastructure including voice and data, property insurance and building maintenance. The Montgomery County Commission will not be obligated to provide network infrastructure, including voice and data, to the City of Montgomery Police Department or other non-profit organizations occupying the building. As per an analysis by the Montgomery County Appraisal Department, the fair market value of the office space provided is \$11.79 per square foot per year for a value of \$110,425 (9,366 x \$11.79). The In-Kind value of services provided include the following Information Systems support: \$4,623 (Century Link \$2,549, phones \$634, and assistance \$1,440). The total value of the In-Kind services and rental value equals \$115,048. The Montgomery County Commission will also maintain at least one seat on the One Place Family Justice Center Board of Directors.

THE CITY OF MONTGOMERY- Partners with One Place Family Justice Center to provide services to residents of Montgomery County who are victims of domestic violence, sexual assault, human trafficking and child and elder abuse. The City of Montgomery will provide 22.5% of the executive director's salary and benefits, as well as all janitorial services for the One Place facility. The City of Montgomery will also maintain at least one seat on the OPFJC Board of Directors. The City of Montgomery is the fiscal agent, and administrator of all funds and activities for the City of Montgomery, Alabama. The City of Montgomery operates as a mayor-council form of government. The city is comprised of nine members, representing the legislative branch of government.

MONTGOMERY COUNTY DISTRICT ATTORNEY - The Family Justice Unit of the Montgomery District Attorney's Office will prosecute all Domestic Violence misdemeanor cases in the Montgomery County District Court and all Domestic Violence felony cases in the Montgomery County Circuit Court. The Victim Service Officer will provide victims with the necessary support and information to navigate and understand the criminal court process as their case goes through each step. In addition to the Unit's personnel, the Unit will facilitate the opening of the Family Justice Center and make in kind contributions as needed.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV) -The Family Justice Center is an initiative of the MCTFDV. The Task Force will hold its monthly meetings at the One Place Family Justice Center facility and each One Place Family Justice Center partner agency shall be members of the Task Force.

MONTGOMERY POLICE DEPARTMENT - DOMESTIC VIOLENCE UNIT (MPD-DVU) -The Montgomery Police Department Domestic Violence Bureau is seeking to improve its systematic approach to Domestic Violence and Stalking by collaboration through the Family Justice Center Initiative. The Montgomery Police Department's mission is to end domestic violence by assuring victim safety, offender

accountability, and collection of evidence to facilitate prosecution in these cases. In support of this coordinated community concept, the Montgomery Police Department will commit its entire Domestic Violence Bureau, consisting of four (4) investigators, and resources to the Family Justice Center full-time. In addition to the domestic violence personnel and the Volunteer In Police Service (VIPS), the MPD commits to the use of computers and office equipment assigned to the bureau and the MPD chaplain will be on call to assist onsite as needed.

MONTGOMERY COUNTY SHERIFF'S OFFICE (MCSO) - The Montgomery County Sheriff's Office is committed to diligently responding to domestic violence calls, assisting domestic violence victims in an attempt to break the cycle of domestic violence and/or prosecuting offenders by assuring accountability through our court system. In order to better the service the Montgomery County Sheriff's Office provides to the victims, the Sheriff's Office is committed to supporting the Family Justice Center by utilizing any services within the center.

MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (DHR) - DHR will be an off-site partner. DHR will provide one Family and Children's Social Worker, on-call as needed for consultation, case review, or follow-up services for abused and neglected children; one Adult Services Social Worker available as needed for consultation, case review, or follow-up services for adults in need of protective service. DHR shall assist in coordinating the delivery of appropriate individual and family services as may be necessary to families who are victims of domestic violence and who are also in need of protective services. DHR and Family Sunshine Center have an interagency agreement that provides for a Family Violence Assessor placed within the Child Welfare program to work with families where domestic violence has occurred and protective services are needed. DHR will collaborate with other agencies and organizations in the planning and development of a coordinated approach in the provision of services and prevention of family violence in Montgomery County. DHR will assist in developing the criteria and procedures and in providing a safe site to enable supervised visitation for domestic violence victims' children who are receiving services through the Family Justice Center.

DHR will provide in-service training at the request of One Place Family Justice Center to staff and volunteers in regard to programs and services available through DHR for victims of domestic violence.

MONTGOMERY AREA FAMILY VIOLENCE PROGRAM, INC., d/b/a FAMILY SUNSHINE CENTER (FSC) - FSC will provide advocacy, referral and support services to victims of domestic violence, sexual assault, dating violence, stalking and elder abuse. FSC will also provide court advocacy, risk assessment, and safety planning. Off-site services will include emergency shelter care, medical services at the shelter clinic for shelter residents, secure transitional living services and residential counseling services. FSC will collect and share monthly statistical data with One Place Family Justice Center for grant reporting purposes.

CHILD PROTECT - Child Protect provides referrals to One Place Family Justice Center for child forensic examinations and advocacy services. Child Protect assists in facilitating the One Place Family Justice Center's STAR program trainings for forensic nurses and volunteer advocates.

MONTGOMERY AREA COUNCIL ON AGING (MACOA) - MACOA will participate in all Family Justice Center activities concerning senior citizens. MACOA social workers and volunteers will be made available to assist with assessment, counseling, senior services, and referral. Services in

individual homes and at the One Place Family Justice Center will be provided as needed. MACOA is located within a few blocks of the One Place Family Justice Center and can meet anticipated needs through an on-call relationship.

MAXWELL-GUNTER AIR FORCE BASE, FAMILY ADVOCACY PROGRAM (MGAFB FAP) – An FAP staff member will be available at the One Place Family Justice Center to provide information to military family members, active duty members and retirees who are victims of domestic violence crimes. The FAR staff representative will operate under Air Force Instruction 40-301 in handling all issues of privacy and confidentiality. These guidelines will apply to any military or civilian employees representing MGAFB at the One Place Family Justice Center. The onsite representative will ensure the active duty member, family member or retiree is aware of the FAR and any services available through MGAFB. The FAR staff representative will also act as a referral liaison to the FAR or to a civilian TriCare approved provider. Medical follow-up is available for military healthcare beneficiaries. The onsite representative will be familiar with medical resources available at the MGAFB 42nd Medical Group. Routine medical evaluations can be accomplished for both adult and child victims. Forensic exams are not available at MGAFB. There is a TriCare referral mechanism in place for referring beneficiaries to the appropriate resource. The FAR staff member will work in conjunction with MCTFDV in the area of education and prevention. The FAR staff member will be available to teach dynamics of domestic violence, parenting education, and how to access the legal system from the beginning, including how to obtain a restraining order. The FAR staff member will ensure information is made available to the military community about the dynamics of domestic violence, child abuse prevention, effective parenting and effective communication. When necessary, the 4.2nd Medical Group Alcohol & Drug Awareness & Prevention program will offer substance abuse assessment and treatment to active duty military. Family members of active duty military can receive an assessment followed by a referral for appropriate treatment of an identified alcohol/drug abuse/dependence diagnosis. An FAR staff member and/or any member of 42nd Medical Group Mental Health Clinic may offer briefings throughout MGAFB which highlight the effects of domestic violence and offer information about the FAR. Information about the FJC and services available through that center will be incorporated into domestic violence education and awareness briefings.

FAULKNER UNIVERSITY THOMAS GOODE JONES SCHOOL OF LAW- Under faculty supervision, second- and third-year law students participating in the Family Violence Clinic conducted by Jones School of Law will meet clients at the One Place Family Justice Center, who are seeking protection orders pursuant to the Protection from Abuse Act and will provide pro bono legal counsel and representation to domestic violence victims in these cases and in other related areas of civil practice. The Clinic will be offered during fall and spring academic semesters, and clinic faculty will provide services as necessary for emergency cases when students are not available.

LEGAL SERVICES ALABAMA (LSA) - LSA will commit to providing access to attorneys who will represent victims in family law matters, as well as civil cases involving housing, consumer, public benefits, employment, elder law, and taxes. In addition to its general client service field grant from the Legal Services Corporation, LSA receives grants specifically designed to provide services to clients with housing problems, facing or victimized by mortgage foreclosure, clients with tax problems, including victims who may be eligible for innocent spouse or injured spouse relief, as well as elderly clients and veterans. LSA has been the recipient of a Legal Assistance to Victims (LAV) grant from OVW.

The grant currently funds an attorney in Montgomery to exclusively represent victims of domestic violence, dating violence, stalking, and sexual assault by providing a broad range of holistic legal representation. Specifically, this attorney will work in close partnership with the Family Sunshine Center and One Place Family Justice Center. Additionally, LSA will be available to see clients on a regular basis at locations of their choosing, including the One Place Family Justice Center. Furthermore, LSA serves as the primary conduit for referring cases to the Alabama State Bar Volunteer Lawyers Program. Through those services, LSA will be able to recruit special panels of attorneys in private practice to augment and supplement the direct services provided by LSA's staff attorneys. Finally, with eight offices throughout the state, providing legal representation to clients in all 67 counties, LSA has the capacity to represent Montgomery area clients with civil legal problems anywhere in Alabama, with the possibility of making referrals to other legal services programs in other states.

UNITED STATES ATTORNEY'S OFFICE, MIDDLE DISTRICT OF ALABAMA (USAO-MDAL) - The USAO-MDAL will assign a staff person to be on-site at least four hours per month. The USAO-MDAL will continue to appoint a representative to the MCTFDV to attend monthly meetings. The USAO-MDAL will make every effort to develop a baseline of federal domestic violence crime prosecutions arising from Montgomery County or in which the victim resides in Montgomery County. The USAO-MDAL, in conjunction with its Alabama ICE partners, agree to train Montgomery County and Montgomery Municipal Court prosecutors in the elements necessary to use domestic violence convictions and protection orders in federal felony gun prosecutions. The USAO-MDAL agrees the Alabama ICE Task Force will continue to target domestic violence offenders who can be charged under federal gun crime statutes. The USAOMDAL will allow a law enforcement representative of the FJC to attend weekly Alabama ICE Task Force meetings in an effort to improve coordination of domestic violence related gun cases and increase their prosecution. The USAO-MDAL will continue to provide its usual services to victims in federal cases involving domestic violence. The USAO-MDAL, through its Victim-Witness Coordinator, will coordinate training related to services provided by the Family Justice Center for victim service providers in Montgomery County. The USAO-MDAL will collaborate with local partners on training programs targeting youth and how they can be safer in their own neighborhoods and communities through its Project Safe Neighborhoods/Alabama ICE partners. The USAO-MDAL will continue to collaborate with the FAP at MGAFFB for family violence victims of federal crimes. The USAO-MDAL will continue to prosecute federal misdemeanor crimes related to family violence that are within its jurisdiction.

FAMILY GUIDANCE CENTER (FGC) - FGC will offer a wide range of services, including: family advocacy, career development and parenting training on a weekly basis. On an as-needed basis, the counseling program will offer counseling services utilizing counseling interns and regular staff; weekly group therapy addressing such areas as stress management, assertiveness, "inner child" work and other issues; assessments that utilize assessment tools, including depression inventories, child depression inventories, relationship scales, attachment scales, personality inventories and MAPP (Multidimensional Addictions and Personality Profile) in cases of suspected substance abuse problems.

HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI) - HMFI staff will work in partnership with the One Place Family Justice Center and serve as a primary referral source for families and children to receive needed services in a setting that would help eliminate transportation to

multiple sites, which is a significant barrier for at-risk families in this community. In addition, HMFI will serve as a link between the One Place Family Justice Center and HMFI's currently existing community partners.

VICTIMS OF CRIME AND LENIENCY (VOCAL) -VOCAL will be an active partner who provides a safe place near the One Place Family Justice Center for out-of-town victims of violent crimes and their families to reside overnight when they are in Montgomery County, attending court or parole hearings. Such violent crimes include: domestic violence, dating violence, sexual assault, and stalking.

MONTGOMERY AREA MENTAL HEALTH AUTHORITY (MAMHA) - will be available for intake processing, treatment planning, and individual counseling, as well as consulting and screening for mental illness. MAMHA will increase onsite staff to two-days-per-week if necessary.

EASTER SEALS - As a partner agency, Easter Seals would receive referrals from the Center and ensure seamless services for domestic violence victims in our community. Through a referral to ESCA, victims would have the opportunity to access several of our programs listed above, once connected with appropriate funding sources.

MONTGOMERY AIDS OUTREACH, INC. d/b/a MEDICAL ADVOCACY & OUTREACH (MAO)- The Montgomery AIDS Outreach (MAO) was founded by concerned and inspiring Montgomery, AL residents since 1987. By summer 1987, the original volunteer staff was actively providing much needed HIV/AIDS education to the community and respite/hospice care to those who were diagnosed with AIDS. AS HIV/AIDS research findings began to inform public knowledge, care needs and treatment options, MAO was transformed into the largest healthcare organization of its kind in South Alabama – saving lives one person at a time.

In partnership with One Place Family Justice Center, MAO will work closely with the STAR program to provide HIV testing, counseling, post-exposure prophylaxis (PEP) medications and follow-up to sexual assault victims who present within 72 hours of an assault. This partnership will ensure no victim is overlooked for possible exposure to HIV/AIDS.

BUTTERFLY BRIDGE CHILDREN'S ADVOCACY CENTER- The Butterfly Bridge Children's Advocacy Center, or BBCAC, a nonprofit organization, services child abuse victims in Autauga, Elmore and Chilton counties. The children of these counties can receive specialized services at a center full of childhood comforts in their own community. Onsite, a specialized staff conducts forensic interviews at the request of local law enforcement and DHR, coordinates the local multidisciplinary team, and provides therapy for children and advocacy throughout the life of the case in the criminal justice system.

In partnership with One Place Family Justice Center, BBCAC will work closely with the STAR program to refer children who need forensic evidence collected, photographs of child abuse and wellness examinations to ensure the child is healthy. Both teams work together for multidisciplinary teams and SANE training.

ONE PLACE
FAMILY JUSTICE CENTER

**One Place Family Justice Center Partners
Memorandum of Understanding
Updated June 2020**

This MOU signed by all agency officials is indicative of project partner's commitment to work together to achieve stated project goals. The collaboration service area includes Autauga, Butler, Chilton, Crenshaw, Elmore, Lowndes and Montgomery counties in the State of Alabama.

By the signatures listed below, it is a commitment on each project partners' part to work together to achieve the project goals, activities and tasks. Each project partner reviewed this Memorandum of Understanding prior to signing.

Signature
Montgomery County Commission

Printed Name

Date

Signature
City of Montgomery

Printed Name

Date

Signature
Montgomery County District
Attorney's Office

Printed Name

Date

Signature
Montgomery Police Dept. -
Domestic Violence Unit (MPD-DVU)

Printed Name

Date

Signature
Faulkner University
Thomas Goode Jones School of Law

Printed Name

Date

Signature
Legal Services Alabama, Inc.

Printed Name

Date

Signature
Montgomery County Sheriff's Office

Printed Name

Date

Signature
Montgomery County Department
Of Human Resources (DHR)

Printed Name

Date

Signature
Montgomery Area Family Violence
Program d/b/a Family Sunshine Center

Printed Name

Date

Signature
Child Protect

Printed Name

Date

Signature
Montgomery Area Council on Aging
MACOA

Printed Name

Date

Signature
Family Guidance Center of Alabama

Printed Name

Date

Signature
Helping Montgomery Families
Initiative

Printed Name

Date

Signature
Victims of Crime and Leniency
VOCAL

Printed Name

Date

Signature
Montgomery Area Mental Health
Authority

Printed Name

Date

Signature
Easter Seals Central Alabama
ESCA

Printed Name

Date

Signature
Maxwell-Gunter Air Force Base
Family Advocacy Program (MGAFB FAP)

Printed Name

Date

Signature
U.S. Attorney's Office,
Middle District of Alabama

Printed Name

Date

Signature
Montgomery County Task Force
on Domestic Violence (MCTFDV)

Printed Name

Date

Signature
Medical Advocacy and Outreach
MAO

Printed Name

Date

Signature
Butterfly Bridge Children's
Advocacy Center

Printed Name

Date

Signature
One Place Family Justice Center

Printed Name

Date



ONE PLACE FAMILY JUSTICE CENTER

Partnership Agreement

On-Site & Community Partners

INTRODUCTION

One Place Family Justice Center (One Place) is a 501(c)(3) nonprofit corporation created through a partnership of public and private concerns in Montgomery County, Alabama, in order to more effectively and efficiently coordinate services for victims of family violence. One Place brings together professionals and service providers from different disciplines throughout our community in a collaborative effort to confront family violence by providing victims services to victims through a single portal that will significantly improve accessibility to necessary services and resources. The overarching goal of One Place is to provide victims of domestic/dating violence, sexual assault, stalking, human trafficking and child/elder abuse with a welcoming environment that offers sanctuary while wrapping them in the services they need to obtain justice and achieve a life that is free from further oppression.

In April 2019, One Place Family Justice Center, began the administration and operation of the Standing Together Against Rape (STAR) program, formerly of the Lighthouse Counseling Center. Founded in 1974 by the Montgomery Chapter of the National Council of Jewish Women, the program operates sexual assault services for persons of all ages in nine River Region counties to include: Montgomery, Autauga, Elmore, Lowndes, Butler, Crenshaw, Dallas, Wilcox and Perry counties. STAR provides a 24/7 Crisis hotline, forensic medical exams, referral services, advocacy, prophylactic treatment for STDs, pregnancy prevention (not termination), replacement clothing for apparel taken during examination process, toiletries, and sexual assault awareness for the community and first responders. STAR has expanded to include pediatric acute sexual assault examinations performed by trained Sexual Assault Nurse Examiners (SANE).

One Place has office space located in a building owned by Montgomery County, Alabama, and designated as County Annex No. 4, located at 530 South Lawrence Street, Montgomery, Alabama.



INTENT

Through partnerships with professionals and other service providers, One Place will serve as a centralized hub to coordinate and stimulate an interdisciplinary response to combat domestic violence, sexual assault, stalking, dating violence, human trafficking, child abuse, and elder abuse in our community. Through the collaboration of partners from various disciplines and backgrounds, institutional barriers to justice will be identified and removed and victims will receive the services they need to avoid further abuse and to repair their lives and prepare themselves for lives free from dependency and exploitation.

PURPOSE

This Partnership Agreement sets forth the basic terms and conditions under which partner organizations will voluntarily participate in One Place and provide services that promote its mission and vision. The mission of the One Place Family Justice Center is to provide a comprehensive service and support center which affords greater safety, access to services, and confidentiality for victims and families by co-locating services under one roof. The vision of One Place Family Justice Center is to: reduce homicides; increase victim safety; empower victims; reduce fear and anxiety for victims and their children; Reduce recantation and minimization; wrap the victim in services, and hold offenders accountable.



One Place Family Justice Center Partners

Montgomery County Commission

City of Montgomery

Montgomery County District Attorney's Office

Montgomery County Task Force on Domestic Violence (MCTFDV)

Montgomery Police Department – Domestic Violence Unit (MPD-DVU)

Montgomery County Sheriff's Office

Montgomery County Department of Human Resources (DHR)

Montgomery Area Family Violence Program, Inc., DBA Family Sunshine Center (FSC)

Child Protect

Montgomery Area Council on Aging (MACOA)

Maxwell-Gunter Air Force Base, Family Advocacy Program (MGAFB FAP)

Faulkner University Thomas Goode Jones School of Law

Legal Services Alabama (LSA)

United States Attorney's Office, Middle District of Alabama (USAO-MDAL)

Family Guidance Center of Alabama

Helping Montgomery Families Initiative

Victims of Crime and Leniency (VOCAL)

Montgomery Area Mental Health Authority

Easter Seals

Medical Advocacy and Outreach (MAO)

Butterfly Bridge Children's Advocacy Center

MONTGOMERY COUNTY COMMISSION - In order to provide services to Montgomery County victims of intimate partner violence, sexual assault, stalking and elder abuse, the Montgomery County Commission will provide approximately 9,366 square feet of office space located at 530 S. Lawrence Street, Montgomery, AL., also known as County Courthouse Annex 4 to One Place Family Justice Center to house all victim services programming. Montgomery County Commission also agrees to provide network infrastructure including voice and data, property insurance and building maintenance. The Montgomery County Commission will not be obligated to provide network infrastructure, including voice and data, to the City of Montgomery Police Department or other non-profit organizations occupying the building. As per an analysis by the Montgomery County Appraisal Department, the fair market value of the office space provided is \$11.79 per square foot per year for a value of \$110,425 (9,366 x \$11.79). The In-Kind value of services provided include the following Information Systems support: \$4,623 (Century Link \$2,549, phones \$634, and assistance \$1,440). The total value of the In-Kind services and rental value equals \$115,048. The Montgomery County Commission will also maintain at least one seat on the One Place Family Justice Center Board of Directors.



One Place Family Justice Center Partners
Memorandum of Understanding
Updated June 2020

This MOU signed by all agency officials is indicative of project partner's commitment to work together to achieve stated project goals. The collaboration service area includes Autauga, Butler, Chilton, Crenshaw, Elmore, Lowndes and Montgomery counties in the State of Alabama.

By the signatures listed below, it is a commitment on each project partners' part to work together to achieve the project goals, activities and tasks. Each project partner reviewed this Memorandum of Understanding prior to signing.

Signature
Montgomery County Commission

Printed Name

Date

Signature
City of Montgomery

Printed Name

Date

Signature
Montgomery County District
Attorney's Office

Printed Name

Date

Signature
Montgomery Police Dept. –
Domestic Violence Unit (MPD-DVU)

Printed Name

Date

Signature
Faulkner University
Thomas Goode Jones School of Law

Printed Name

Date

Signature
Legal Services Alabama, Inc.

Printed Name

Date

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: June 8, 2020

RE: Invitation to Bid: 51901-20B-017
Dumpster Rental and Trash Collection

Request approval of award on the above referenced Invitation to Bid to the only responsible Bidder, Liberty Disposal, Inc., in the amount of \$97,396.00, to be placed on the agenda.
(Copy of Spreadsheet attached.)

Coordination of award made with Lamar Allen, Director of General Services

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 29 Bids Emailed					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-20B-017					Liberty Disposal, Inc. P. O. Box 250 Hayneville, AL 36040 Attn: Matthew Brigrance 334-202-0880 Minority Business Owned X Yes No		Waste Managemnt NO BID							
DATE ISSUED: May 21, 2020														
DATE OPENED: June 5, 2020														
REQUESTING DEPARTMENT: Montgomery County Commission														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT							
1	Annex I: 132 Adams Ave Size: 8 CY; Pick-up 3 Days Per Week	1	12	\$ 300.00	\$ 3,600.00									
2	Annex II: 125 Washington Ave. Size: 4 CY; Pickup; 2 Days Per Week	1	12	\$ 125.00	\$ 1,500.00									
3	Youth Facility: 1111 Air Base Blvd. Size: 8 CY; Pick-up 3 Days Per Week	1	12	\$ 270.00	\$ 3,240.00									
4	Davis Treatment Center: 1111 Air Base Blvd. Size: 8 CY; Pick-up 3 Days Per Week,	1	12	\$ 270.00	\$ 3,240.00									
5	Montgomery County Jail: 225 S. McDonough Size: (2) 8CY; Pick-up 1 Day Per Week	2	12	\$ 258.00	\$ 3,096.00									
6	Probate/Revenue East: 5449 Atlanta Hwy Size: 4 CY ; Pick-up 1 Day Per Week	1	12	\$108.00	\$ 1,296.00									
7	Probate/Revenue West: 3075 Mobile Hwy. Size: 4 CY; Pick-up 1 Day Per Week	1	12	\$108.00	\$ 1,296.00									
8	Probate/Revenue South: 3425 McGhee Rd Size: 4 CY; Pick-up 1 Day Per Week	1	12	\$75.00	\$ 900.00									
9	Sheriff Office Firing Range: 6900 Janet Warner Rd Size: 8 CY; Pick-up 1 Day Per Week	1	12	\$110.00	\$ 1,320.00									

Notes:

3-2

**Purchasing Department ,
Montgomery County Commission**

[illegible]

Notes:

Page 2

Abstract for bid- Dumpster Rental and Trash Collection Service 51901-20B-017

$$\omega'$$

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 6	
INVITATION TO BID NO: 51901-20B-017					Liberty Disposal, Inc. P. O. Box 250 Hayneville, AL 36040 Attn: Matthew Brigrance 334-202-0880 Minority Business Owned X Yes No		Waste Managemnt NO BID							
DATE ISSUED: May 21, 2020														
DATE OPENED: June 5, 2020														
REQUESTING DEPARTMENT: Montgomery County Commission														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
18	Ramer Maintenance Camp													
	Open Top Size 20 CY Pic-up when requested													
	Haul Charge	1	24	\$ 225.00	\$ 5,400.00									
	Ladnfill Cost Per Ton	1	24	\$ 49.00	\$ 1,176.00									
19	Courthouse, 251 South Lawrence Street													
	20 CY Double End Pick-up Self Contained, Every Other Week													
	Haul Charge	1	52	\$ 225.00	\$ 11,700.00									
	Landfill Cost Per Ton	1	67	\$ 50.00	\$ 3,350.00									
20A	Raner Transfer Station - District III Headquarters (New)													
	Rental and Container , Size 40 CY; Pick-up Every Tuesday & Friday													
20B	Ramer Transfer Station - District III Headquarters (Reconditioned)													
	Rental and Container , Size 40 CY; Pick-up Every Tuesday & Friday	1	12	\$500.00	\$ 6,000.00									
	Haul Charge	1	104	\$275.00	\$ 28,600.00									
	Landfill Cost Per Ton	1	208	\$49.00	\$ 14,602.00									
	Total Cost of Items 1-17				\$ 26,568.00									
	Total Cost of Items 18,19, 20B				\$ 70,828.000									

Notes:

3-4

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of July, 2020, between Liberty Disposal, Inc. of Hayneville, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Liberty Disposal, Inc. agrees to furnish Dumpster Rental and Trash Collection Service for Montgomery County Buildings, Items 1-19 and 20B (refurbished) of the bid, in accordance with all the provisions of Invitation to Bid No. 51901-20B-017, as issued by the Montgomery County Commission on May 21, 2020 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Liberty Disposal, Inc. and Montgomery County Commission agree as follows:

1. That Liberty Disposal, Inc. will haul and dispose of non-hazardous and non-infectious solid waste for the locations in Montgomery County.
2. That the period of the contract will be for one (1) year, beginning July 1, 2020 and ending June 30, 2021, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. That Montgomery County Commission and Liberty Disposal, Inc. may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice by either party.
4. That Liberty Disposal, Inc. will furnish Dumpster Rental and Trash Collection Service at prices stipulated in the Invitation to Bid and prices shall remain firm during this contract period.
5. That Liberty Disposal, Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
6. That Montgomery County Commission may add other locations, as needed during the period of the contract.
7. That Liberty Disposal, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers

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

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of 1st day of July 2020.

WITNESS:

LIBERTY DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



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

June 3, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
6/3/2020

SUBJECT: Approval of Agreement for Resurfacing
Hyundai Boulevard from US-31 to US-331
Project# STPMN-5118(251), MCP 51-01-18, CPMS Ref. # 100064378

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 Hyundai Boulevard from US-31 to US-331 (2.945 miles).

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 THE
MONTGOMERY COUNTY COMMISSION**

**Resurface and Traffic Stripe Hyundai Boulevard (CR-42) from
SR-3 (US-31) to SR-9 (US-331) to Include an At-Grade
Railroad Crossing with CSX Transportation**

**Project No. STPMN-5118(251)
County Project No. MCP 51-01-18
CPMS Ref# 100064378**

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 of Hyundai Boulevard (CR-42) from SR-3 (US-31) to SR-9 (US-331) to include an at-grade railroad crossing with CSX Transportation; Length – 2.945; Project# STPMN-5118(251); MCP 51-01-18; CPMS Ref# 100064378.

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 \$960,000.00 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)	\$ 960,000.00
County Funds	\$ 240,000.00

TOTAL (Incl CE&I)	\$ 1,200,000.00

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 Industrial Access Road and Bridge Corporation 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 as part of this Agreement. 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 or property interests 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 relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- 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 as part of this Agreement.

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 costs 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, are of record in the Alabama Department of Transportation and are 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 or state funding and the refund of any federal or state 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 as part of this Agreement.
- 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 as part of this Agreement.

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; conform to and comply with the requirements of any such permit or license; and comply 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 portion of the project work on COUNTY right-of-way 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, and 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 of 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 and 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 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- 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 the 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 constitute 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 be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- 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)

Print Name of Clerk
(AFFIX SEAL)

Print 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:

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 of Hyundai Boulevard (CR-42) from SR-3 (US-31) to SR-9 (US-331) to include an at-grade railroad crossing with CSX Transportation;
Length – 2.945; Project# STPMN-5118(251); MCP 51-01-18; CPMS Ref# 100064378.**

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 nondiscrimination 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.

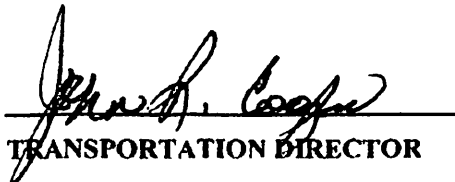
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner. Buyer II TT

DATE: June 1, 2020

RE: Contract No. 53000-19B-015
High-Performance Asphalt Cold Patch

I request that the attached Amendment No. 1 to Midsouth Paving, Inc. contract for high-performance asphalt cold patch be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning July 22, 2020 and ending on July 21, 2021.

Midsouth Paving, Inc., chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speake, County Engineer.

Attachment

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

Amendment
To
Contract # 53000-19B-015

Amendment No. 1

Contract with Midsouth Paving, Inc. for High Performance Asphalt Cold Patch is hereby extended for one (1) year, beginning July 22, 2020 and ending July 21, 2021.

All other provisions of the contract remain the same.

WITNESS:

MIDSOUTH PAVING, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: June 11, 2020

RE: Contract No. 53000-19B-017
Bituminous Plant Mix

I request that the attached Amendment No. 1 to Wiregrass Construction Company, Inc. contract to furnish Bituminous Plant Mix be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning July 22, 2020 and ending on July 21, 2021.

Wiregrass Construction Company, Inc. chooses not to increase pricing during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speake, County Engineer.

Attachment

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

Amendment
To
Contract # 53000-19B-017

Amendment No. 1

Contract with Wiregrass Construction Company, Inc. for Bituminous Plant Mix is hereby extended for one (1) year, beginning July 22, 2020 and ending July 21, 2021.

All other provisions of the contract remain the same.

WITNESS:

WIREGRASS CONSTRUCTION COMPANY.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
DEPUTY ADMINISTRATOR

June 10, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

FROM: Holly H. Leverette *HHL*
Director of Risk Management

SUBJECT: Proposed Healthcare and Dental Plan Changes

In preparation for the County's 2020 Healthcare and Dental renewal with Blue Cross Blue Shield an assessment of the PPO, HMP, and Dental plans were completed. The assessments were conducted to find ways to make the two plans more equitable for our employees while optimizing savings for the County.

- Under the PPO plan areas were reviewed for changes that could be made such as increases in copays and deductibles. None of the options presented under this plan generated enough savings to warrant any changes at this time.
- The HMP plan is only realizing a savings of about 4%. This plan has our healthiest members which explains why the savings have not been as expected. While this plan is a high deductible plan whereby design the employee should expect to pay more out of pocket as the plan is utilized, the monthly contributions by the employee are lower and the County supplements a portion of the high deductible through an HRA amount of \$750 for single coverage or \$1,500 for family coverage. Currently, the HMP plan is the only option for new employees.
- Preventative and diagnostic services under the County's dental plan can be strengthened. Currently, the dental plan covers preventative and diagnostic service at only 80% subject to the \$25 deductible. It is customary among most dental plans to cover preventative and diagnostic services at 100% not subject to the \$25 deductible.

As of 5/31/2020 healthcare revenue is tracking at 63% of the budget and the expenses are tracking at 62% of the budget. Based on the overall projected savings by moving the pharmaceutical vendor to Express Scripts, it is my recommendation that we make the following changes to our health plans effective January 1, 2021:

- Remove the clause that mandates new employees be added to the HMP plan and allow all employees to have a choice between the two plans during open enrollment.
- Add Teledoc at a \$10 copay to the PPO plan. The HMP plan currently covers this service.
- Cover preventative and diagnostic services under the dental plan at 100% not subject to the \$25 deductible.

The County Contribution and employee contribution amounts for both plans will remain the same.

I would like to discuss this item with the Commission at the next County Commission meeting for consideration of their approval.

A COUNTY OLDER THAN THE STATE

7-1

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
DEPUTY ADMINISTRATOR

June 8, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

FROM: Holly H. Leverette *HL*
Director of Risk Management

SUBJECT: Proposed Change in Healthcare Pharmacy Provider

In preparation for the County's 2020 Healthcare and Pharmacy renewal with Blue Cross Blue Shield of Alabama, the area of pharmaceutical cost stands out because of the consistent annual increase over the past ten years. For this reason, in May 2020 Alliance Insurance Group on behalf of the County consulted with RxBenefits, Inc. to prepare a comprehensive pharmacy assessment for the County with potential savings estimates from three pharmacy vendors. RX Benefits used actual prescription data from this past year from our members to show potential savings amounts.

	<i>Current PBM</i> Prime Therapeutics	<i>RxBenefits PBO</i> CVS/Caremark	<i>RxBenefits PBO</i> OptumRx	<i>RxBenefits PBO</i> Express Scripts
Amount Paid by Employer	\$2,963,281	\$2,718,119	\$2,919,026	\$2,842,645
Total Combined Savings*	NA	\$579,971	\$375,301	\$655,061
Percentage of Savings	NA	19.57%	12.67%	20.19%

**Savings illustrated is a combination of more aggressive contract pricing, better guaranteed rebates, and clinical savings opportunities.*

Based on the assessment, I would recommend we contract with Express Scripts for the County's Pharmaceutical benefits for 2020-2021 plan year effective 1/1/2021. The copay structure will remain the same including the ability to use mail order and purchase 90-days supplies. Employees choice of pharmacy will also remain the same with the addition of CVS pharmacies which employees are not able to use under the current plans. The only changes will be to the formulary and to prescriptions having low clinical value with high cost where there is an alternative. RxBenefits will work with those members listed on the disruption report before 1/1/2021 to help them move to the alternative medication/product with no disruption.

I would like to discuss this item with the Commission at the next County Commission meeting for consideration of their approval.

Attachments

A COUNTY OLDER THAN THE STATE

Montgomery County Commission Medical & Prescription Cost

Period Ending:

9/30/2019

	Year Ending September-19	Year Ending September-18	Year Ending September-17	Year Ending September-16	Year Ending September-15	Year Ending September-14	Year Ending September-13	Year Ending September-12	Year Ending September-11	Year Ending September-10
Total Medical costs should include										
All Medical and Drug										
Annualized Total Medical Costs:	\$ 10,118,700	\$ 9,963,922	\$ 9,478,462	\$ 10,049,383	\$ 10,127,409	\$ 7,978,191	\$ 7,418,612	\$ 6,889,698	\$ 7,137,179	\$ 6,979,309
Breakout of Prescription Costs:	\$ 3,806,354	\$ 3,245,854	\$ 3,355,148	\$ 3,681,536	\$ 3,144,180	\$ 2,287,189	\$ 1,841,797	\$ 1,736,917	\$ 1,648,609	\$ 1,548,452
% of Total Medical Claims:	37.6%	32.6%	35.4%	36.6%	31.0%	28.7%	24.8%	25.2%	23.1%	22.2%

Since Year Ending 2010:

Total medical cost increased by \$3,139,391 or approximately 45%.

Prescription cost increased by \$2,257,902 or approximately 145%.

Prescription cost account for nearly 71% of the total medical increase.

Prescription cost has risen to account for 37.6 % of our overall medical cost for year ending 2019.



RxBenefits, Inc.
3700 Colonnade Parkway, Suite 600
Birmingham, AL 35243

l. 205.980.8384
t. 800.377.1614
rxbenefits.com

Comprehensive Pharmacy Assessment

Montgomery County Commission

May, 2020

Prepared in Consultation with Alliance Insurance Group

Statement of Confidentiality

The information contained herein is confidential and proprietary to, and constitutes valuable trade secrets of, RxBenefits, Inc. This document and all analyses and other terms identified in it are subject to written obligations of confidentiality and non-disclosure. Each recipient of this document has been informed of such obligations and agree to fully abide by them.

8-3

Combined Financial Results - Contract Savings and CAP Savings

Claims Dates Analyzed: 4/1/2019 - 3/31/2020

Montgomery County Commission	Current PBM Prime Therapeutics	RxBenefits CVS/caremark	RxBenefits OptumRx	RxBenefits Express Scripts
1,163 Employees 2,059 Members		Maintenance Choice - Standard Control Formulary	Premium Formulary	Smart90 WAGS/CVS - Preferred Formulary
Overview of Plan Cost				
Gross Claim Amount Paid	\$4,731,095	\$4,651,080	\$4,780,727	\$4,714,757
Less Member Cost Share	-\$683,607	-\$683,607	-\$683,607	-\$683,607
Claims Amount Paid by Employer	\$4,047,488	\$3,967,473	\$4,097,121	\$4,031,151
Plus Potential Implementation Fees from Incumbent	\$0	\$10,000	\$10,000	\$10,000
Plus UM Package / Connectivity Fees	\$0	\$0	\$0	\$24,944
Plus Administrative / Transaction Fees	\$0	\$97,206	\$97,206	\$97,206
Less Rebates and Credits from PBM	-\$1,084,207	-\$1,356,560	-\$1,285,301	-\$1,320,655
Net Amount Paid by Employer	\$2,963,281	\$2,718,119	\$2,919,026	\$2,842,645
Savings Summary				
Contract Savings Compared to Incumbent	N/A	\$245,162	\$44,256	\$120,636
Net CAP Savings	N/A	\$334,809	\$331,046	\$534,425
Combined Savings	N/A	\$579,971	\$375,301	\$655,061
Combined Percentage Savings Compared to Incumbent	N/A	19.57%	12.67%	20.19%

NOTE: The Manufacturer Assistance savings provided herein is not guaranteed. The recent HHS ruling has been postponed, but could have an impact on savings in the future. RxBenefits is monitoring all changes and clarifying guidelines as these become available.

NOTE: The above CAP savings is based on the Intermediate package for Caremark. Optum and Express Scripts are based on Advanced.

NOTE: Potential Implementation Fees from Incumbent include, but are not limited to, the following: the cost the incumbent carrier may charge for requesting an updated claim file, updated ID cards, ORT Files, PA Files, Open Mail Order Files, and CDH Integration Fees. These fees would be a potential expense to the Client due to charges from the incumbent, not RxBenefits. These estimated fees are included in the analysis to illustrate the potential effect on savings and to create awareness that they may occur.

NOTE: The Express Scripts UM Package / Connectivity fee includes: \$0.75 PMPM for the Super Advantage Plus Utilization Management, \$0.48 PMPM participating in a qualifying HDHP, and \$0.20 PMPM participating in a non-HDHP for combined accumulators for existing connection with medical carrier or TPA.

NOTE: Incumbent rebates were calculated by annualizing the provided Q1 - Q3 2019 rebates using the following formula: $[(Q1\ 2019)\ \$257,202.86 + (Q2\ 2019)\ \$259,952.62 + (Q3\ 2019)\ \$295,999.44] / 9 \times 12$.

h-8

Contractual Comparison

Montgomery County Commission	Current Contract Prime Therapeutics	Proposed Contract RxBenefits - CVS/caremark	Proposed Contract RxBenefits - OptumRx	Proposed Contract RxBenefits - Express Scripts
Contract Term	Not Provided	1 Year	1 Year	1 Year
Contract Effective Date	Not Provided	10/1/2020	10/1/2020	10/1/2020
Existing PBM / Medical Carrier Connectivity	BCBS AL	Yes	Yes	Yes
Retail Network Discounts		Maintenance Choice - Standard Control Formulary	Premium Formulary	Smart90 WAGS/CVS - Preferred Formulary
Brand Average Wholesale Price("AWP") Discount	Not Provided	-19.50%	-19.10%	-19.25%
Generic AWP Discount	Not Provided	-84.00%	-83.50%	-84.00%
Single Source Generic Guarantee	Not Provided	-84.00%	-83.50%	-84.00%
Dispensing Fees - Brand / Generic	Not Provided	\$0.50 / \$0.50	\$0.50 / \$0.50	\$0.50 / \$0.50
Retail 90 Network Discounts				
Brand AWP Discount	Not Provided	-25.50%	-21.75%	-25.00%
Generic AWP Discount	Not Provided	-87.00%	-84.00%	-87.00%
Single Source Generic Guarantee	Not Provided	-87.00%	-84.00%	-87.00%
Dispensing Fees - Brand / Generic	Not Provided	\$0.00 / \$0.00	\$0.00 / \$0.00	\$0.00 / \$0.00
Mail Order Discounts				
Brand AWP Discount	Not Provided	-25.50%	-25.75%	-25.00%
Generic AWP Discount	Not Provided	-87.00%	-86.50%	-87.00%
Single Source Generic Guarantee	Not Provided	-87.00%	-86.50%	-87.00%
Dispensing Fees - Brand / Generic	Not Provided	\$0.00 / \$0.00	\$0.00 / \$0.00	\$0.00 / \$0.00
Specialty Drugs Discounts		Exclusive Specialty	Exclusive Specialty	Exclusive Specialty
Specialty AWP Discount	Not Provided	-20.50%	-20.00%	-20.50%
Mail Specialty Dispensing Fees	Not Provided	\$0.00	\$0.00	\$0.00
Administrative Fees				
Medical ASO Fee Credit Per Employee Per Month (PEPM)	Not Provided	\$0.00	\$0.00	\$0.00
Administrative Fee Per Employee Per Month (PEPM)	Not Provided	\$0.00	\$0.00	\$0.00
PBM Administrative Fee	Not Provided	\$0.00	\$0.00	\$0.00
RxBenefits Transaction Fee Per Claim	N/A	\$3.15	\$3.15	\$3.15
RxBenefits Clinical Advantage Program Fee Per Claim	N/A	\$1.05	\$1.05	\$1.45
Express Scripts Utilization Management Fee PMPM	N/A	\$0.00	\$0.00	\$0.75
Connectivity for HDHP / Non-HDHP Participants PMPM	Not Provided	N/A	N/A	\$0.48 / \$0.20
Other Fees	Not Provided	See Appendix	See Appendix	See Appendix
Two Tier Rebates				
Rebate Type		Per Brand Claim	Per Brand Claim	Per Brand Claim
Guaranteed Retail Rebate Amount	Not Provided	\$190.00	\$178.00	\$189.00
Guaranteed Retail-90 Rebate Amount	Not Provided	\$590.00	\$450.00	\$542.00
Guaranteed Mail Rebate Amount	Not Provided	\$590.00	\$575.00	\$542.00
Guaranteed Specialty Rebate Amount	Not Provided	\$1,425.00	\$1,350.00	\$1,500.00
Three Tier Rebates				
Rebate Type		Per Brand Claim	Per Brand Claim	Per Brand Claim
Guaranteed Retail Rebate Amount	Not Provided	\$190.00	\$178.00	\$189.00
Guaranteed Retail-90 Rebate Amount	Not Provided	\$590.00	\$450.00	\$542.00
Guaranteed Mail Rebate Amount	Not Provided	\$590.00	\$575.00	\$542.00
Guaranteed Specialty Rebate Amount	Not Provided	\$1,425.00	\$1,350.00	\$1,500.00

NOTE: Vaccines, limited distribution drugs, and Non-Diabetic OTC drugs are excluded from RxBenefits - CVS/caremark rebate guarantees and RxBenefits - Express Scripts rebate guarantees. Vaccines and Non-Diabetic OTCs are excluded from RxBenefits - OptumRx rebate guarantees.

Current Plan Design

The analysis applies a consistent member cost share across all offers.

Montgomery County Commission		Current PBM
Plan Design		
Two Tier or Three Tier Rebate Eligible		Three Tier
Rx Deductible (Individual/Family)		\$100.00 per person
Maximum Out of Pocket (Individual/Family)		\$1,000 / \$3,000
Retail Copays		
Generic		\$15.00
Formulary Brand		\$50.00
Non-Formulary Brand		\$70.00
Specialty		25%
Retail-90 Copays		
Generic		\$45.00
Formulary Brand		\$150.00
Non-Formulary Brand		\$210.00
Specialty		Not Covered
Mail Copays		
Generic		\$30.00
Formulary Brand		\$100.00
Non-Formulary Brand		\$140.00
Specialty		Not Covered

NOTE: A qualifying high deductible plan design was not provided. If a high deductible plan is in place, RxBenefits will need three months lead time for implementation.

NOTE: Specialty Drugs are limited to a 30-day supply.

Clinical Savings Summary

Clinical Savings	RxBenefits - CVS/caremark	RxBenefits - OptumRx	RxBenefits - Express Scripts
Clinical Advantage Program - <i>Advanced</i> - NET Savings Up to	Not Available	\$331,046	\$534,425
Clinical Advantage Savings Potential	7.12% - 7.36%	3.24% - 14.72%	9.97% - 11.22%

Net savings are based on the estimated savings opportunity minus the clinical advantage program fees for each of the package options.

Various components included in some or all of the Clinical Advantage Programs  Components vary across each PBM partner.	Formulary Optimization (Targeting Low Clinical Value) Applying our clinical expertise to remove high dollar, low clinical value (LCV) drugs - optimizing results for both the plan & the member 30+ RxBenefits Identified LCV Medications	Foundational Utilization Management Providing an independent review to ensure the lowest-cost equivalent drug is used first; managing appropriate drug quantities and indications Step Therapy, Quantity Limits, and Prior Authorizations	High-Dollar Claim Review Providing an umbrella protection policy to guard against, inappropriate medication use, misuse, errors, or fraud Putting clinical eyes on all prescriptions costing \$1,000 or more for a 34-day supply	Manufacturer Assistance Program for Specialty Medications Allowing clients to maximize the funds available from the drug manufacturers for some specialty medications in a way that benefits both the member AND the plan Maximizing manufacturer funds to offset costs
--	---	---	--	---

NOTE: Clinical Advantage Program fees for each of our PBM partners are as follows: CVS/caremark \$32,402 / OptumRx \$32,402 / Express Scripts \$44,746

8-7

Clinical Advantage Program Disruption - Express Scripts

Clinical Advantage Package Disruption		Claims		Members	
	Advanced Package	# Impacted	% Total	# Impacted	% Total
	Low Clinical Value	276	0.89%	49	2.38%
	High Dollar Claim Review	143	0.46%	37	1.80%
	Step Therapy	452	1.46%	89	4.32%
	Quantity Limits	503	1.63%	222	10.78%
	Prior Authorization	1,238	4.01%	237	11.51%
	OPTIONAL Manufacturer Assistance Program	180	0.58%	22	1.07%
	Total	2,792	9.05%	656	31.86%

Low Clinical Value Summary	RxBenefits CAP Component - Formulary Optimization (Low Clinical Value Exclusions Based on Full Claim File) - Preferred Formulary				
	LCV Drug Class	LCV Exclusion Drug	Member Impact per LCV Exclusion	Top Ten Rx Count	Alternative Formulary Considerations to LCV Exclusion
	Antihyperlipidemics - Misc.	Vascepa	25	92	OTC Omega-3-Acid
	Nonsteroidal Anti-inflammatory Agents (NSAIDs)	Duexis	10	44	Generic NSAID (ibuprofen 800 mg) PLUS generic H2 antagonist (famotidine 20- or 40-mg) as examples
	Migraine Products - NSAIDs	Cambia	5	30	Generic 5-HT2A antagonist such as sumatriptan
	Anticonvulsants - Misc.	Trokendi XR	3	25	generic prescription immediate release topiramate
	Cobalamins	Nascobal	2	24	OTC oral vitamin B12 or prescription injectable vitamin B12
	Postherpetic Neuralgia (PHN)/Neuropathic Pain Agents	Gralise	2	17	Generic prescription immediate release gabapentin
	Ophthalmic Integrin Antagonists	Xiidra	2	16	For eye allergy treatment, OTC antihistamine drops such as Zaditor or Always, Rx generic Patanol; also non-medication-containing lubricant eye care such as Genteal
	Glucocorticosteroids	Rayos	1	10	Either generic Prednisone or Methylprednisone
	Antifungals - Topical	Kerydin	1	6	Oral generic Lamisil (terbinafine 250 mg) once daily for 6 (fingernail fungus) or 12 (toenail fungus) weeks
	Nonsteroidal Anti-inflammatory Agents (NSAIDs)	Vimovo	2	5	Generic NSAID (naproxen 275 mg) PLUS Proton-Pump Inhibitor (esomeprazole 20- or 40-mg) as examples
	Top 10 Total - Utilized LCV Exclusions			269	

8-8

Formulary Disruption - Express Scripts

Disruption Summary	RxBenefits - Express Scripts Preferred Formulary Disruption Summary <i>(Based on Most Recent Six Months of Data)</i>						
	Current Tier	New Tier	Member Impact Per Tier	% Total Members	Total Rx Count	% Rx	Impact
	1	1	1,454	70.62%	13,232	83.04%	Neutral
	1	4	5	0.24%	14	0.09%	Disruption
	2	2	514	24.96%	1,815	11.39%	Neutral
	2	3	144	6.99%	422	2.65%	Disruption
	4	4	22	1.07%	100	0.63%	Neutral
	Covered	Non-Covered	105	5.10%	352	2.21%	Disruption
Distinct Members With Negative Impact			234				
Top 10	Category Drug Class	Formulary Exclusion Drug	Member Impact per Drug	Top 10 Rx Count	Alternative Formulary Considerations		
	Insulin Therapy	NOVOLOG	25	81	HUMALOG		
	Blood Glucose Meters and Test Strips	DIABETIC STRIPS & KITS	29	59	FREESTYLE TEST STRIPS, FREESTYLE LITE TEST STRIPS, FREESTYLE INSULINX TEST STRIPS, PRECISION XTRA, ONE TOUCH ULTRA TEST STRIPS, ONE TOUCH VERIO		
	Non-Insulin Hypoglycemic Agents	VICTOZA	17	53	BYDUREON, BYETTA, OZEMPIC, TRULICITY		
	Long-Acting Muscarinic Antagonist	SPIRIVA HANDIHALER	9	32	INCRUSE ELLIPTA		
	NSAIDS	PENNSAID	11	27	diclofenac sodium topical, FLECTOR PATCH		
	Long-Acting Muscarinic Antagonist	SPIRIVA RESPIMAT	6	25	INCRUSE ELLIPTA		
	PCSK9 Inhibitor	REPATHA (NDCs starting with 72511)	3	15	PRALUENT (NDCs starting with 00024), REPATHA (NDCs starting with 55513)		
	Long-Acting Muscarinic Antagonist / Long-Acting Beta-Agonist Combination Inhalers	STIOLTO RESPIMAT	2	8	ANORO ELLIPTA, BEVESPI AEROSPHERE		
	Non-Insulin Hypoglycemic Agents	KOMBIGLYZE XR	2	7	JANUMET, JANUMET XR, JENTADUETO, JENTADUETO XR		
	Rheumatological Agents	ORENCIA	1	7	ACTEMRA, ENBREL, HUMIRA, REMICADE, XELJANZ		
Total - Top 10 Utilized Formulary Exclusions				314			

6-8

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

June 8, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

FROM: Holly H. Leverette *HL*
Director of Risk Management

SUBJECT: Change of Broker for CareHere Services

We are currently using Catastrophic Medical Excess out of Birmingham as the liaison between the County and CareHere. I would like to issue an Agent of Record letter and move the Agent of Record for CareHere to Alliance Insurance Group.

It is important that the County Commission support local businesses if feasible. Alliance Insurance Group is located in Montgomery and has even more resources available to the County. Additionally, Alliance Insurance Group has helped review our health insurance plans through data analytics from Blue Cross Blue Shield this insurance renewal cycle and made recommendations for changes that will benefit the County and County employees. Alliance Insurance Group will also be helping us with open enrollment this year through a new benefit administration system. Finally, The Agent of Record for CareHere has access to all our utilization data. It is important for Alliance to be able to gain access to that data so they can present the complete picture of our health care spending trends as well as help develop informed initiatives for our employee's.

I would like to discuss this item with the Commission at the next County Commission meeting for consideration of their approval.

A COUNTY OLDER THAN THE STATE

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: June 11, 2020

RE: Contract No. 51901-19B-021
Pest Control Services

I request that the attached Amendment No. 1 to Safe Guard Pest Services contract to furnish Pest Control Services be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning September 1, 2020 and ending on August 31, 2021.

Safe Guard Pest Services chooses not to increase pricing during the terms of this contract period. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 51901-19B-021

Amendment No. 1

Contract with Safe Guard Pest Services for Pest Control Services is hereby extended for one (1) year, beginning September 1, 2020 and ending August 31, 2021.

All other provisions of the contract remain the same.

WITNESS:

SAFE GUARD PEST SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Florence M. Cauthen, Interim County Administrator
FROM: Khristie Davis, Buyer 
DATE: June 9, 2020
RE: Invitation to Bid No. 51901-20B-016
Air Filters and Service

Request approval of award on the above referenced Invitation to the low bid of Bonded Filter Co., LLC dba BFC Solutions in the amount of \$28,995.44, based on unit pricing be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with Lamar Allen, General Services Director.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-20B-016				Bonded Filter Co., LLC DBA BFC Solutions 1 Vantage Way, Ste. D210 Nashville, TN 37203 Attn: Amber Sparks (662) 385-5530 Minority Business Owned Yes X No		Air-Tek of Tuscaloosa, LLC 2215 9th Avenue, Ste. B Northport, AL 35476 Attn: Micah Gray (334) 322-6566 Minority Business Owned Yes X No		Tri-Dim Filter Corporation 93 Industrial Dr. Louise, VA 23093 Attn: Michael McDaniel (540) 774-9540 Minority Business Owned Yes X No					
DATE ISSUED: May 7, 2020													
DATE OPENED: May 28, 2020													
DEPARTMENT REQUESTING: Support Service													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Total Annual Cost of Filters		1	\$28,995.44	\$28,995.44	\$29,123.40	\$29,123.40	\$104,783.34	\$104,783.34				
	and Installation for												
	County Buildings												
TOTAL BID AMOUNTS					\$28,995.44		\$29,123.40		\$104,783.34				

Notes:

11-2

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 6th day of July 2020, by and between Bonded Filter Co., LLC dba BFC Solutions of Nashville, Tennessee and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Bonded Filter Co., LLC dba BFC Solutions agrees to furnish air filters and service for the Montgomery County Commission, in accordance with all the provisions of Invitation to Bid No. 51901-20B-016 as issued by the Montgomery County Commission on May 28, 2020, (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Bonded Filter Co., LLC dba BFC Solutions and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning July 6, 2020, and ending July 5, 2021, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period, providing funds are made available by the Montgomery County Commission.
3. That Montgomery County Commission and Bonded Filter Co., LLC dba BFC Solutions reserve the right to cancel the contract with a thirty (30) day written notice to Bonded Filter Co., LLC dba BFC Solutions and/or Montgomery County Commission, anytime during the contract period.
4. That Bonded Filter Co., LLC dba BFC Solutions 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 Bonded Filter Co., LLC dba BFC Solutions, 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. Bonded Filter Co., LLC dba BFC Solutions agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Bonded Filter Co., LLC dba BFC Solutions also, agrees to bear all other costs

and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 6th day of July 2020.

WITNESS:

BONDED FILTER CO., LLC DBA BFC
SOLUTIONS

BY: _____

TITLE: _____

WITNESS

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

June 11, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator

SUBJECT: USMS Per Diem Rates



The Summerill Group has completed negotiations with the U. S. Marshals Service for a new per diem rate for federal inmates. Under the new U. S. Marshals Service IGA, the per diem will increase from \$48.00 to \$71.00 per day, and the transport/guard fee will increase from \$17.33 to \$31.00 per hour.

In the month of May, the USMS paid the Commission \$119,808 for federal inmates (2,496 days x \$48.00). Under the new rate, the same number of days would generate an additional \$57,408.

We should receive the new IGA in the next few weeks. When it is received, I will forward it to each of you and the County Attorney for review. I request that the IGA be placed on a future agenda, subject to approval by the County Attorney.

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667**

June 10, 2020

TO: Elton Dean – Commission Chairman
Montgomery County, Alabama

FROM: Phil Bryant –Executive Director
Montgomery County Community Corrections

RE: Critical Position Fill Request

Community Corrections is requesting to fill the Administrative Assistant position currently held by Mrs. Linda Jarrett. Mrs. Jarrett is retiring on July 1st with thirty-one years of service. The Administrative Assistant position for Community Corrections performs the following duties: managing payroll, budget preparation and control, purchasing supplies and equipment, personnel actions, general administrative functions such as developing department reports and documentation, managing accurate record keeping and filing systems, and or basic bookkeeping duties such as accounts payable, department billing and receiving payments.

Community Corrections has only one Administrative Assistant position, which is critical to the function of this agency.

Thank you for your consideration in this matter.

Respectfully submitted,

Phil Bryant –Executive Director
Montgomery County Community Corrections Department

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections
DEPARTMENT HEAD: Phil Bryant, Executive Director
SUPERVISOR: Phil Bryant

POSITION INFORMATION:

Position Title Administrative Assistant
Position Number 3000170106
Pay Grade A05 Pay Range 32,318-48,286
Proposed Effective Date 07/06/2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Phil Bryant Date 06-04-2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06-04-2020
Employee Benefit Manager

Sherrill Thomas Date 6/4/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/4/2020
T. Cauthen County Administrator

June 11, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator



SUBJECT: Retirement of Chief Information and Technology Officer (CITCO)

Lou Ialacci, CITCO for the City of Montgomery and Montgomery County, will retire on June 30, 2020. Prior to becoming CITCO in 2012 when the position was created, Lou was Director of Information Systems for Montgomery County.

Attached is a position fill request for Director of Information Systems for Montgomery County. The position is vacant and is in the budget. I am requesting that the position fill request be placed on the next agenda and that Information Technology Manager Rodney Smith be appointed interim Director of Information Systems at Pay Grade A14, Step 6, effective July 1, 2020.

The City of Montgomery is taking similar steps following the retirement of the CITCO.

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Information Technology
DEPARTMENT HEAD: County Commission
SUPERVISOR: County Commission

POSITION INFORMATION:

Position Title Director of Information Systems
Position Number 220166001
Pay Grade A14 Pay Range \$82,224 - \$122,851
Proposed Effective Date August 1, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Elton N. Dean, Sr. Date 06/11/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/11/2020
Employee Benefit Manager

Sherrill Thomas Date 06/11/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/11/2020
Interim County Administrator

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAJAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

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

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

MEMORANDUM

DATE: June 10, 2020

TO: Florence M. Cauthen, Interim County Administrator

FROM: Terri Henderson, Revenue Manager *Terri Henderson 06/10/2020*
SD 6/10/20

RE: **Revenue Compliance Officer Position – Critical Vacancy**

This memorandum is submitted to respectfully request approval to move forward with a Position Fill Request-Budgeted Vacancy form for the Revenue Compliance Officer position to replace Courtney Oates who retired on June 1, 2020. The Revenue Compliance Officer position is critical to our Tax & Audit Department daily operations. This position supervises two Revenue Examiners and two Customer Service Clerks and is assigned our most complex delinquency and enforcement taxpayer issues. These assignments typically include unregistered and non-compliant businesses, collection and enforcement actions for taxpayers with large delinquent balances, bankruptcies, and other enforcement or legal actions, including but not limited to filing liens, seeking garnishment or injunction actions, and attending and testifying at court hearings. This is a revenue producing position which if left vacant will negatively impact our daily operations and the compliance and enforcement activities in the Tax & Audit Department. The revenue produced by replacing this position should continue to offset its cost. As such, I am respectfully requesting that we please be permitted to move forward with filling this critical vacancy as soon as possible.

A Position Fill Request-Budgeted Vacancy form has been completed and will be emailed to Finance today requesting to fill this position. A copy of the completed position fill request form is attached. This position is funded in our current FY 2020 budget and remains essential to our daily operations. I would sincerely appreciate your assistance in getting this item added to the agenda for the next Montgomery County Commission Meeting on Monday, June 15, 2020. Please let me know if you have any questions or need anything further on this at this time. Thank you in advance for your assistance and consideration in this matter.

tah/attachment

15-1

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Tax & Audit Department
DEPARTMENT HEAD: Terri Henderson, Revenue Manager
SUPERVISOR: RoShonda Moultrie, Assistant Revenue Manager

POSITION INFORMATION:

Position Title Revenue Compliance Officer CO0102 (Replace C. Oates)
Position Number 810102001
Pay Grade A07 Pay Range \$40,664 - \$60,755
Proposed Effective Date 07-13-2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Terri Henderson Date 06-10-2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06-10-2020
Employee Benefit Manager

Sherrill Thomas Date 6/10/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/10/2020
Inlexsm County Administrator

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2019 Collections	FY 2020 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	33,453	36,410	2,957	8.84%
NOVEMBER	45,157	44,399	(758)	-1.68%
DECEMBER	35,397	36,522	1,125	3.18%
JANUARY	33,831	37,186	3,355	9.92%
FEBRUARY	38,016	49,203	11,187	29.43%
MARCH	38,808	40,419	1,611	4.15%
APRIL	44,199	31,985	(12,214)	-27.63%
MAY	38,637	25,416	(13,221)	-34.22%
JUNE	47,554	26,082	(21,472)	-45.15%
JULY	45,548			0.00%
AUGUST	45,246			0.00%
SEPTEMBER	48,526			0.00%
TOTAL	355,052	327,622	(27,430)	-7.73%

YTD Totals 2019 **\$494,372**
YTD Totals 2018 **\$481,808**
YTD Totals 2017 **\$483,641**
YTD Totals 2016 **\$474,632**

\$327,622

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

MONTH DEPOSITED	FY 2019			FY 2020			Increase (Decrease)	
	1.5% Collections	Simplified Sellers Use Tax Collections	Total Collections	1.5% Collections	Simplified Sellers Use Tax Collections	Total Collections	Amount	%
OCTOBER	3,640,617	85,805	3,726,423	3,856,536	233,267	4,089,804	363,381	9.75%
NOVEMBER	3,778,868	81,395	3,860,264	3,814,715	220,540	4,035,255	174,991	4.53%
DECEMBER	3,804,439	110,668	3,915,107	3,857,064	239,849	4,096,914	181,806	4.64%
JANUARY	4,247,959	162,401	4,410,360	4,528,450	275,730	4,804,180	393,820	8.93%
FEBRUARY	3,462,979	185,164	3,648,143	3,549,219	416,607	3,965,826	317,683	8.71%
MARCH	3,620,590	166,124	3,786,714	3,478,318	253,726	3,732,044	(54,670)	-1.44%
APRIL	4,135,971	156,857	4,292,828	3,930,370	247,053	4,177,423	(115,405)	-2.69%
MAY	3,905,617	179,090	4,084,707	3,380,007	277,515	3,657,522	(427,185)	-10.46%
JUNE	3,904,271	181,879	4,086,150				**	**
JULY	3,908,043	191,319	4,099,362					
AUGUST	3,833,887	181,848	4,015,735					
SEPTEMBER	3,923,320	230,906	4,154,227					
Year to Date	\$30,597,040	\$1,127,504	\$31,724,545	\$30,394,680	\$2,164,287	\$32,558,966	\$834,422	2.63%
							***	***

Total YTD 2019	\$48,080,017	\$31,724,545
Total YTD 2018	\$45,357,151	\$30,058,298
Total YTD 2017	\$44,320,643	\$29,753,459

May comparison If COVID-19 "hoard" sales excluded for April & May 2020

**MTD	3,494,302	(590,405)	-14.45%
***YTD	32,200,112	475,567	1.50%

17-1

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

FY 2019		FY 2020			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,653,768	3,831,470	233,267	4,064,737	410,969	11.25%
NOVEMBER	3,717,990	3,712,242	220,540	3,932,782	214,792	5.78%
DECEMBER	3,790,837	3,711,578	239,849	3,951,427	160,590	4.24%
JANUARY	4,396,790	4,232,157	275,730	4,507,887	111,097	2.53%
FEBRUARY	3,534,409	3,517,923	416,607	3,934,530	400,121	11.32%
MARCH	3,639,190	3,425,706	253,726	3,679,431	40,242	1.11%
APRIL	4,192,138	3,623,829	247,053	3,870,882	(321,256)	-7.66%
MAY	4,030,758	3,059,211	277,515	3,336,727	(694,031)	-17.22%
JUNE	4,030,910					
JULY	4,015,757					
AUGUST	3,901,565					
SEPTEMBER	4,086,778					
Year to Date	\$30,955,879	\$29,114,116	\$2,164,287	\$31,278,403	\$322,524	1.04%

Total YTD 2019 \$46,990,889
Total YTD 2018 \$44,718,766
Total YTD 2017 \$43,672,831

\$30,955,879
\$29,697,957
\$29,221,397

**MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

EDUCATION SALES TAX

	FY 2019	FY 2020	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,399,152	2,541,863	142,711	5.95%
NOVEMBER	2,522,828	2,567,405	44,577	1.77%
DECEMBER	2,506,141	2,573,207	67,066	2.68%
JANUARY	2,804,945	3,013,601	208,656	7.44%
FEBRUARY	2,286,383	2,346,172	59,790	2.62%
MARCH	2,380,998	2,295,160	(85,838)	-3.61%
APRIL	2,761,600	2,591,874	(169,726)	-6.15%
MAY	2,571,305	2,223,429	(347,875)	-13.53%
JUNE	2,596,322			
JULY	2,579,312			
AUGUST	2,531,681			
SEPTEMBER	2,599,454			
Year to Date	\$20,233,351	\$20,152,712	-\$80,639	-0.40%

GASOLINE TAX

	FY 2019	FY 2020	Increase (Decrease)	
	Collections	Collections	Amount	%
	137,322	144,419	7,097	5.17%
	147,778	147,482	(296)	-0.20%
	154,644	131,330	(23,314)	-15.08%
	135,921	134,207	(1,714)	-1.26%
	123,557	128,761	5,204	4.21%
	123,533	114,339	(9,195)	-7.44%
	142,610	135,573	(7,037)	-4.93%
	138,854	92,814	(46,040)	-33.16%
	144,004			
	142,367			
	156,317			
	149,335			
	\$1,104,220	\$1,028,926	-\$75,294	-6.82%

Total YTD 2019	\$30,540,119	\$20,233,351
Total YTD 2018	\$29,352,076	\$19,426,284
Total YTD 2017	\$28,832,488	\$19,424,824

\$1,696,242	\$1,104,220
\$1,635,445	\$1,063,873
\$1,630,613	\$1,045,106

17-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

MONTH DEPOSITED	FY 2019	FY 2020	Increase (Decrease)	
	Collections	Collections	Amount	%
OCTOBER	237,680	255,159	17,479	7.35%
NOVEMBER	246,615	246,517	(98)	-0.04%
DECEMBER	220,259	232,364	12,105	5.50%
JANUARY	189,119	207,198	18,079	9.56%
FEBRUARY	231,069	218,750	(12,319)	-5.33%
MARCH	213,949	241,789	27,840	13.01%
APRIL	279,744	186,138	(93,606)	-33.46%
MAY	263,086	97,087	(166,000)	-63.10%
JUNE	262,920			
JULY	252,823			
AUGUST	250,547			
SEPTEMBER	231,473			
Year to Date	\$1,881,521	\$1,685,002	(\$196,519)	-10.44%

Total YTD 2019	\$2,879,284	\$1,881,521
Total YTD 2018	\$2,796,021	\$1,769,745
Total YTD 2017	\$2,634,537	\$1,704,697

h-7-4