

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JULY 6, 2020

AGENDA

INFORMATION SESSION

Call to Order and Welcome at 8:30 a.m.

Prayer

Reports from Staff

Comments from Scheduled Attendees

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Sankey

Pledge of Allegiance Led by Commissioner Singleton

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of June 15, 2020

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing regarding Vacating a Portion of Federal Road Right-Of-Way Near
Pintlala from the Lowndes County Line Northeasterly Approximately .56 Mile

NEW BUSINESS:

1. Consider Adoption of Resolution to Vacate a Portion of Federal Road Right-Of-Way Near Pintlala from the Lowndes County Line Northeasterly Approximately .56 Mile, Engineering Department

2. 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
3. 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
4. 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 and a 5% Price Increase for Bituminous Plant Mix, Contract Number 53000-19B-017, Engineering Department
5. 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
6. Consider Authorization of Healthcare and Dental Plan Changes, Risk Management
7. Consider Authorization of Change of Broker for CareHere Services, Risk Management
8. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
9. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
10. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
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 Budget Change Request Number 3, Appraisal Department
13. Consider Authorization of Budget Change Request Number 3, Community Corrections
14. Consider Authorization of Budget Change Request Number 3, DA's Office-Child Support
15. Consider Authorization of Budget Change Request Number 7, Engineering Department
16. Consider Authorization of Budget Change Request Number 3, Recreation Board
17. Consider Authorization of Budget Change Request Number 2, Youth Facility Detention

18. Consider Authorization to Appoint Information Technology Manager Rodney Smith as Interim Director of Information Systems at Pay Grade A14, Step 6, effective July 1, 2020, County Commission
19. Consider Authorization of Position Fill Request – Information Technology (1)
 - Director of Information Systems, Position Number 220166001
20. Consider Authorization of Position Fill Request – Community Corrections (1)
 - Administrative Assistant, Position Number 3000170106
21. Consider Authorization of Position Fill Requests – Detention Facility (3)
 - Administrative Support Associate, Position Number 500013229
 - Administrative Support Associate, Position Number 500013235
 - Corrections Officer Corporal, Position Number 500425168
22. Consider Authorization of Position Fill Requests – Sheriff's Office (3)
 - Deputy Sheriff Corporal, Position Number 550429041
 - Deputy Sheriff Trainee, Position Number 550430017
 - Deputy Sheriff Trainee, Position Number 500430182
23. Consider Authorization of Position Fill Request – Tax & Audit Department (1)
 - Revenue Compliance Officer, Position Number 810102001

Reports from Staff:

County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

AGENDA

JUL - 6 2020

MONTGOMERY COUNTY COMMISSION MEETING DATE JULY 6, 2020

THE FOLLOWING WERE AUDITED AND ORDERED PAID*

ACCOUNTS PAYABLE CHECKS DATED 6-12-2020	
Check Numbers: 294153 – 294265	
Total Checks Paid: \$ 652,914.43	

ACCOUNTS PAYABLE CHECKS DATED 6-19-2020	
Check Numbers: 294266 – 294349	
Total Checks Paid: \$1,228,529.34	

ACCOUNTS PAYABLE CHECKS DATED 6-19-2020	
Check Numbers: 294350 – 294467	
Total Checks Paid: \$ 461,303.01	

EFT's included in amounts

PAYROLL CHECKS DATED 6-19-2020	
Check Numbers: 134566 – 134642	
Total: \$ 121,910.37	
Direct Deposits	
Total: \$ 1,434,342.63	
Federal Deposits	
Total: \$ 307,835.21	
Total Payroll Paid	
Total: \$ 1,864,088.21	

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

NOTICE OF APPLICATION FOR VACATION OF PROPERTY DEDICATED FOR PUBLIC PURPOSES

KNOW ALL MEN BY THESE PRESENTS THAT, whereas, BOWMAN BROS, LLC and the ESTATE OF JOHN S. BOWMAN, are the owners of all of the property abutting or in any way served by the property herein described and the unused road situated thereon, being a portion of Old Federal Road, and collectively own all the lands abutting on or touching said property, and are desirous of vacating a portion of said road over across the property herein described, as provided by Alabama Code Section 35-2-54 and Section 23-4-20.

NOW, THEREFORE, the undersigned, being the owners of all of the lands abutting on the following described property and the unused road situated thereon described as follows:

Being that portion of a thirty (30) foot Right-of-Way known as Old Federal Road abutting property owned by the Estate of John S. Bowman, Sr. and Bowman Bros, LLC, lying in the West ½ of Southwest ¼ of Northwest ¼ of Section 32 Township 14, Range 17.

do hereby declare the above property and that portion of the unused road situated thereon vacated and annulled, and all public rights and easements therein divested of the property subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said property or vacated hereby.

The declarants do hereby further declare that after vacation that portion of the said public road located as described above, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all of the property owners owning property in or near the tract of land embraced by the plat, wherein the above described real property was dedicated for public purposes.

NOTICE IS HEREBY GIVEN that the Montgomery County Commission will consider it for approval said vacation at its meeting to be held on July 6, 2020 at 9:30 a.m. in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama.

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

AGENDA

JUL - 6 2020

May 18, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
5/18/2020

SUBJECT: Vacation of a Portion of Federal Road Near Pintlala
from the Lowndes County Line Northeasterly Approximately 0.56 Mile

Bowman Brothers, LLC and the Estate of John S. Bowman have requested that the County vacate a 30 ft. x 2,965 ft. portion of Old Federal Road which extends from the Lowndes County Line northeasterly approximately 0.56 mile. They are the only abutting property owners along this section of Federal Road. County Engineering has no objections to vacation of this right-of-way.

Forwarded herewith are copies of documents prepared by attorney J. David Brady, Jr. to accomplish this right-of-way vacation. County Engineering has reviewed these documents, and they appear to be in order. Could you please distribute copies of these documents to the Commission and the County Attorney for their review and follow-up discussion at the June 1, 2020, Information Session. If this proposal is satisfactory, we would then need to decide what date this item could be placed on the Commission agenda for formal approval following the four week advertisement (30 days prior notice) of the scheduled hearing as summarized in Paragraph 2 on attachment Sheet II-8.

GCS/gcs

Attachments

cc: File

STATE OF ALABAMA

COUNTY OF MONTGOMERY

RESOLUTION

WHEREAS, BOWMAN BROS, LLC and the ESTATE OF JOHN S. BOWMAN, are the owners of all of the property abutting on or adjacent to the following described property, being an unused right of way that was reserved as an extension of Federal Road, that is proposed to be vacated, situated in Montgomery County, Alabama:

Being that portion of a thirty (30) foot Right-of-Way known as Old Federal Road abutting property owned by the Estate of John S. Bowman, Sr. and Bowman Bros, LLC, lying in the West ½ of Southwest ¼ of Northwest ¼ of Section 32 Township 14, Range 17.

WHEREAS, the above owners are desirous of vacating said tract of land described above and have requested that portion of the public road over and across said property and have requested that a portion of said road be so vacated as required by law in such cases; subject, however, to all existing rights of way or easements for public utilities and to all utility facilities presently situated in said vacated area.

That after vacation of that portion of the subject road, and all public rights or easements therein, convenient means of ingress and egress will be afforded to all of the property owners owning property in or near the tract of land embraced in said map pertaining to the portion of such street to be vacated.

WHEREAS, the said abutting land owners have executed a Declaration of Vacation, thereby vacating all of that unused portion of Federal Road as dedicated on the plat, and as such, they desire to divest any and all rights which the public may otherwise have in and to the portion of said road.

WHEREAS, the County Commission of Montgomery, Alabama, has published notice in the *Montgomery Independent*, a newspaper of general circulation in Montgomery County, Alabama, once a week for four consecutive weeks describing that portion of Old Federal Road to be closed and vacated and stating that date a hearing is to be held before the County Commission. Copies of such notices are attached hereto as Exhibit "A".

NOW, THEREFORE, be it resolved that the Montgomery County Commission does hereby consent to the said BOWMAN BROS, LLC and the ESTATE OF JOHN S. BOWMAN vacating said tract of land being the portion of said public road over and across said property as described above and that the above described property be and the same is hereby vacated and annulled and all public rights and easement therein are divested in the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated hereby. Furthermore, the Montgomery County Commission sets forth that the vacation is in the public interest.

DONE this 6th day of July, 2020, at Montgomery County, Alabama.

MONTGOMERY COUNTY COMMISSION

By: _____
Its Chairman

ATTEST:

Interim County Administrator

STATE OF ALABAMA

COUNTY OF MOBILE

I, _____, hereby certify that the foregoing is a true and correct transcript of a resolution adopted by the Montgomery County Commission in its meeting held on the ____ day of _____, 2020, and that the aforesaid resolution is duly recorded in the official minutes and records of said County Commission..

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the Montgomery County Commission on this the ____ day of _____, 2020.

ADMINISTRATOR NAME
Montgomery County Administrator

THIS INSTRUMENT PREPARED BY:

J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880

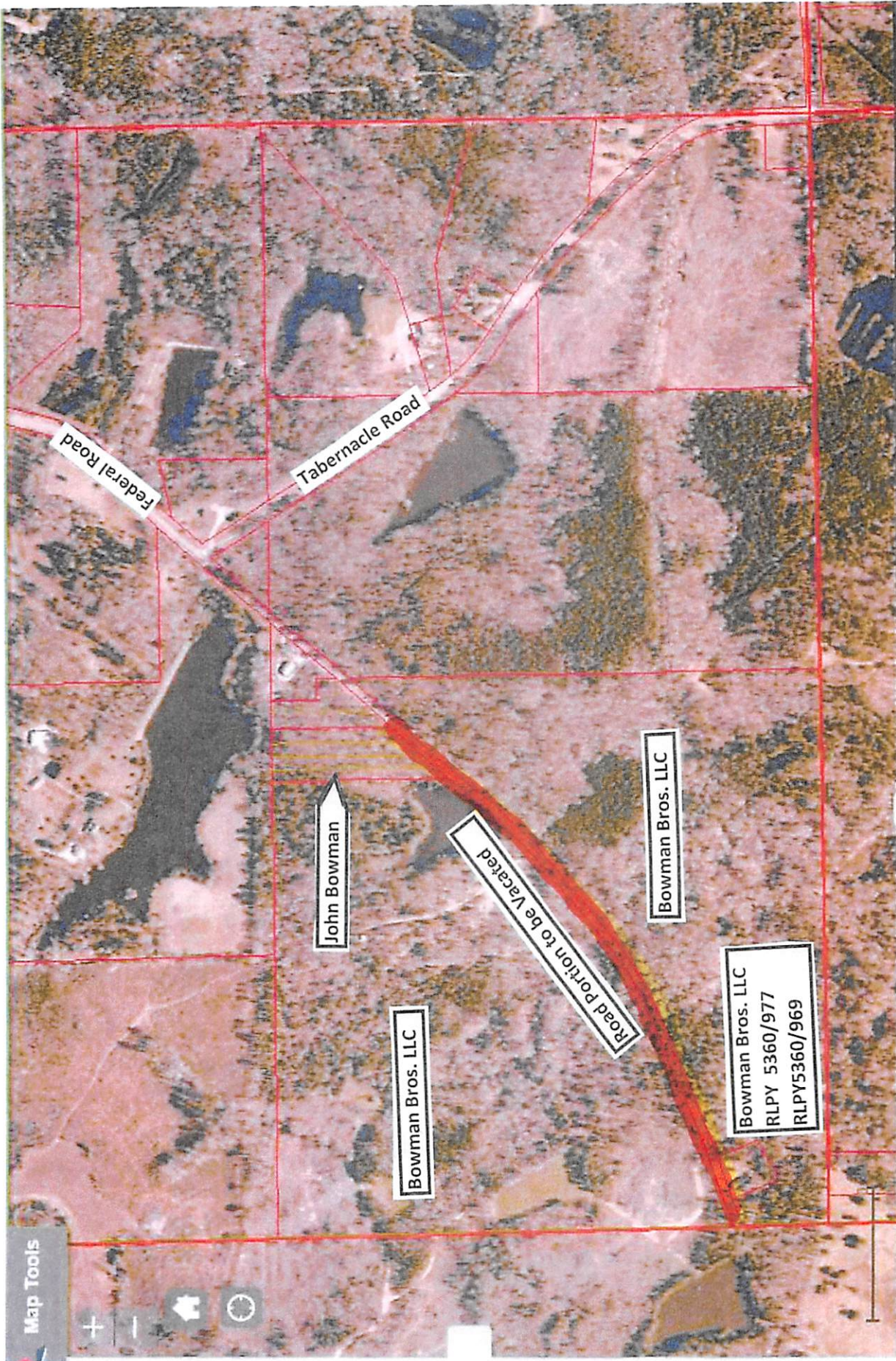
MONTGOMERY COUNTY, ALABAMA (LOCATOR 22)

1

0 660 1320 1980 2640 SCALE OF FEET 5280



1-5



Federal Road

5/7/2020

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
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WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

June 3, 2020

AGENDA

JUL - 6 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 inplace 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.

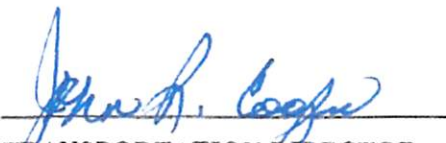
RECOMMENDED FOR APPROVAL:


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: _____

JUL - 6 2020

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II 

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. would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with 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.

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

All other provisions of the contract remain the same.

WITNESS:

WIREGRASS CONSTRUCTION COMPANY.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

JUL - 6 2020

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: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

JUL - 6 2020

June 29, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

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

SUBJECT: Proposed Healthcare and Dental Plan Changes 2021

I briefed the Commission at the last meeting regarding proposed healthcare and dental plan changes for 2021 based on an assessment completed of the plans. The findings of the assessment shows:

- 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 and dental 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 in October 2020.
- 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 add this item to the next County Commission meeting for consideration of approval.

A COUNTY OLDER THAN THE STATE

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

JUL - 6 2020

June 29, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

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

SUBJECT: Change of Broker of Record for CareHere, LLC Services

We are currently using Catastrophic Medical Excess out of Birmingham as the liaison between the County and CareHere Clinic. 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 briefed the Commission regarding this initiative at the last Commission Meeting on June 15, 2020. I would like to now add this item to the next County Commission meeting for consideration of their approval.

A COUNTY OLDER THAN THE STATE

7-1

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 7/6/2020 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			28,000	10,662	0	100	8,982	47,744
	Total Appropriations 7/6/2020		0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		28,000	10,662	0	100	8,982	47,744
	Interim Administrator	Date						

JUL - 6 2020

8-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 7/6/2020 - CODE: 001-59320.450									
Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			192,617	93,400	93,300	122,791	73,110	78,500	653,718
5/15/2017	Montg. Area Business Committee of the Arts	REFUND from the Bronze Statue of Dr. Martin Luther King	-8,420						-8,420
DR-C-2020-79	Montgomery Area Chamber of Commerce	Data Analysis of MPS Performance and Goals	50,000						50,000
DR-C-2020-80	Montgomery Area Chamber of Commerce	an Additional Allocation of Lodging Tax to Offset Loss of Revenue	60,000						60,000
DR-NC-2020-23	City of Montgomery	For Garrett Coliseum				5,000			5,000
DR-NC-2020-24	City of Montgomery, Neighborhood Services	Bellehurst H.A. for Security Camera				2,500			2,500
			101,580	0	0	7,500	0	0	109,080
	Total Appropriations 7/6/2020		91,037	93,400	93,300	115,291	73,110	78,500	544,638
	APPROPRIATED BUDGET BALANCE								
	Interim Administrator	Date							

10-1

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

[illegible]

11-2

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 51901-20B-016

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: _____

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

AGENDA

JUL - 6 2020

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	6/29/2020
DATE:	6/15/2020		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Aerial Photography	120-51985-179	\$165,000	(\$5,000)	\$160,000
Advertising	120-51985-253	\$5,000	(\$4,500)	\$500
Travel Registration/Training	120-51985-265	\$30,000	(\$5,000)	\$25,000
Professional Services	120-51985-307	\$38,000	(\$33,400)	\$4,600
Software	120-51985-586	\$290,500	(\$1,500)	\$289,000
Office Supplies/Minor Equip	120-51985-211	63,000	49,400	112,400
Total Budget Change		591,500	0	591,500
TOTAL 2020 APPRAISAL BUDGET		\$3,272,648	\$0	\$3,272,648

Realign the budget for purchasing laptops and netmotion software to replace desktop PC's to facilitate teleworking.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 3**AGENDA****JUL - 6 2020**

DEPARTMENT:

Community Corrections

REQUESTED BY: Phil Bryant

6/18/20

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY:

Sherrill Thomas

6/18/20

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Miscellaneous Supplies	219	1,950	2,000	3,950
Office Supplies/Minor Equipment	211	8,390	(1,000)	7,390
Travel- Registration&Training	265	4,300	(1,000)	3,300
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 14,640	\$ 0	\$ 14,640

JUSTIFICATION: Realign the budget to pay for Police Academy expenses.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 3**AGENDA****JUL - 6 2020**DEPARTMENT: DA - Child Support REQUESTED BY: Daryl Bailey 05/28/20
Elected Official/Dept. Head DateFINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/29/20
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	775-56120.551	0	34,860	34,860
Fund Balance	001-35900	0	(34,860)	(34,860)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: Budget for the purchase of a vehicle using carryover funds.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 7**AGENDA****JUL - 6 2020**DEPARTMENT: Engineering REQUESTED BY: George Speake 6/18/20
Elected Official/Dept. Head DateFINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/29/20
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100.561	657,200	(1,000)	656,200
Repair & Maint. Motor Vehicle	111-53600.234	1,100	1,000	2,100
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 658,300	\$ 0	\$ 658,300

JUSTIFICATION: To realign budget for Repair and Maint. Motor Vehicles

AGENDA

Request Number: 3

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUL - 6 2020

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 2

DEPARTMENT: Youth Facility Detention REQUESTED BY: Brandi K. Alexander 6/17/20
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/29/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
 Agenda ☒

COUNTY COMMISSION APPROVAL: Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Medical and Dental Services	52602-158	15,000	(5,000)	10,000
Drug and Medical Supplies	52602-206	12,000	(5,000)	7,000
Office Supplies/Minor Equipment	52602-211	16,500	10,000	26,500
Repair & Maintenance Bldgs/Impr	52602-231	35,000	10,000	45,000
Contract Services	52602-304	45,000	(5,000)	40,000
Groceries	52602-328	75,000	(5,000)	70,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 198,500	\$ 0	\$ 198,500

JUSTIFICATION: To realign the budget to cover building maintenance and to finish purchasing computers for camera upgrades.

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

AGENDA

JUL - 6 2020

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

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

AGENDA

JUL - 6 2020

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
Interim County Administrator

JUL - 6 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Administrative Support Associate
Position Number 500013229(Replace of Courtney Archie)
Pay Grade A03 Pay Range 25,630 - 38,294
Proposed Effective Date July 13, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 24, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 25, 2020

Sherrill Thomas

Finance Director

Date 6/29/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 6/29/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL - 6 2020

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

POSITION INFORMATION:

Position Title Administrative Support Associate
Position Number 500013235 (Replace Leonna Burton)
Pay Grade A03 Pay Range 25,630 - 38,294
Proposed Effective Date July 13, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 17, 2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 17, 2020
Employee Benefit Manager

Sherrill Thomas Date 6/18/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/19/2020
Interim County Administrator

JUL - 6 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
Position Number 500425168(Replace T. Baldwin)
Pay Grade PC2 Pay Range 35,097 - 52,440
Proposed Effective Date July 13, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 19, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 19, 2020

Sherrill Thomas

Finance Director

Date 6/23/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 6/24/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL - 6 2020

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal

Position Number 550429041(Replace M. Garner)

Pay Grade PS2 Pay Range 45,754 - 54,816

Proposed Effective Date July 13, 2020

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 19, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 19, 2019

Employee Benefit Manager

Sherrill Thomas Date 6/23/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/24/2020

Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL - 6 2020

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

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
Position Number 550430017(Replace J. Bauer)
Pay Grade PST Pay Range 38,236
Proposed Effective Date July 13, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 19, 2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 19, 2020
Employee Benefit Manager

Sherrill Thomas Date 6/23/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/24/2020
Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL - 6 2020

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee

Position Number 550430182 (Replace C Guthery)

Pay Grade PST Pay Range 38,236

Proposed Effective Date July 6, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 16, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 16, 2020Sherrill Thomas

Finance Director

Date 6/17/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tnInterim County AdministratorDate 6/17/2020

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

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

AGENDA

JUL - 6 2020

MEMORANDUM

DATE: June 10, 2020

TO: Florence M. Cauthen, Interim County Administrator

FROM: Terri Henderson, Revenue Manager *Terri Henderson 06/10/2020*
S2 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

23-1

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

Department Head

Date 06-10-2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 06-10-2020

Sherrill Thomas

Finance Director

Date 6/10/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 6/10/2020