

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
ADMINISTRATOR

August 13, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
County Administrator

SUBJECT: Information pertaining to the August 17, 2020
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, August 17, 2020, at 8:30 a.m. The Formal Session will begin at 9:30 a.m. It will be broadcast live on the Montgomery County Alabama Facebook page.

1. County Commission Information Session Schedule for August 17, 2020

Waived Rules Item for Monday, August 17, 2020

2. Consider Adoption of Resolution to Provide Tier I Benefits to Tier II Plan Members, Subject to Approval by the Employees' Retirement System Board of Control, County Commission
3. Consider Authorization of the 2020-2021 Annual Community Corrections Plan, Community Corrections
4. Consider Authorization of Bid Award to Allied Logistics, Inc., dba Allied Commercial Services regarding the Courthouse Move, Bid Award Number 51901-20B-022, Support Services

Items to Consider for the Monday, September 4, 2020 Montgomery County Commission Regular Meeting Agenda

5. Consider Authorization of Renewal of and Amendment to Health Services Agreement with QCHC, Inc., regarding a One (1) Year Extension, beginning October 1, 2020 and ending on September 30, 2021 and a 3% Price Increase for Healthcare Services at the Montgomery County Detention Facility, Detention Facility

A COUNTY OLDER THAN THE STATE

6. Consider Authorization of Renewal Amendment to IncomeWorks Software License Agreement with Assessment Advisors, LLC, for Web Based Software, Appraisal Department
7. Consider Authorization of Amendment Number 1 to Contract with Twin Oaks Environmental regarding a One (1) Year Extension, beginning October 21, 2020 and ending October 20, 2021 and a 5% Price Increase for Metal Pipe, Contract Number 53000-19B-031, Engineering Department
8. Consider Authorization of Renovation to Flatwood Community Center by Force Account, County Commission
9. Consider Authorization of Renewal of and Amendment to Health Services Agreement with QCHC, Inc., regarding a One (1) Year Extension, beginning October 1, 2020 and ending on September 30, 2021 and a 5% Price Increase for Healthcare Services at the Montgomery County Youth Detention Facility, Youth Detention Facility
10. Consider Authorization of Amendment Number 3 to Contract with The Bridge, Inc., regarding a Thirty (30) Day Extension, beginning October 1, 2020 and ending on October 30, 2020 for the Community-Based Adolescent Alternative Program, Youth Facility Juvenile Court
11. Consider Authorization of Amendment Number 1 to Contract with Borden Dairy of Alabama regarding a One (1) Year Extension, beginning October 7, 2020 and ending on October 6, 2021 for Milk and Juice Products, Contract Number 52603-19B-030, Youth Detention Facility
12. Consider Authorization to Recognize and Deny a Claim regarding Theodore R. Noon, County Commission
13. Consider Adoption of Resolution Approving Terms of the Montgomery County Community Cooperative District Bonds, County Commission

Personnel Actions

14. Consider Authorization of Temporary Appointment of Lisa Fells, Probate Court Clerk, Pay Grade A05 Step 13 (\$46,600) to Probate Court Clerk Supervisor, Pay Grade A07 Step 7 (\$49,274), Probate Judge's Office
15. Consider Authorization of Position Fill Request – Probate Judge's Office (1)
 - Probate Court Clerk Supervisor, Position Number 750060027

August 13, 2020

16. Consider Authorization of Position Fill Requests – District Attorney’s Office (4)
 - Receptionist/Secretary, Position Number 400016001
 - Legal Support Assistant, Position Number 408020001
 - Grand Jury Coordinator, Position Number 408005009
 - Assistant Grand Jury Coordinator, Position Number 408030007

General Information

17. Memo from Sheriff Derrick Cunningham regarding the NAMI Walk on September 26, 2020 and Request for Funding for this Event
18. Memo from Sheriff Derrick Cunningham regarding Hazardous Duty Pay for Sheriff Deputies, Detention Facility Correction Officers, Intake/Transport Clerks and Youth Facility Detention Officers
19. Email from LEAD Academy Board Chair Charlotte Meadows requesting a Share of the One Cent Sales Tax for LEAD Academy
20. Memo regarding Rescheduling of Festival Latino for September 2020
21. Memo regarding Joint Public Charity Hospital Board Appointments

If you have any questions, please contact me.

FMC/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
AUGUST 17, 2020

- 8:30 a.m. Prayer and Briefing regarding the Agenda and Scheduled Attendees
- 8:35 a.m. Sheriff Derrick Cunningham – Presentation regarding Renewal of and Amendment to Health Services Agreement with QCHC, Inc., regarding a One (1) Year Extension, beginning October 1, 2020 and ending on September 30, 2021 and a 3% Price Increase for Healthcare Services at the Montgomery County Detention Facility (**Future Agenda Item 5**), Funding Request for NAMI Walk (**General Information Item 17**) and Hazardous Duty Pay for Sheriff Deputies, Detention Facility Correction Officers, Intake/Transport Clerks and Youth Facility Detention Officers (**General Information Item 18**)
- 8:40 a.m. Finance Director Sherrill Thomas – Presentation regarding Resolution to Provide Tier I Benefits to Tier II Plan Members, Subject to Approval by the Employees' Retirement System Board of Control (**Waived Rules Item 2**)
- 8:45 a.m. Probate Judge J C Love, III – Presentation regarding Temporary Appointment of Lisa Fells, Probate Court Clerk to Probate Court Clerk Supervisor (**Personnel Action Item 14**) and Position Fill Request for Probate Court Clerk Supervisor (**Personnel Action Item 15**)
- 8:50 a.m. Chief Deputy District Attorney Lloria James – Presentation regarding Position Fill Requests for Receptionist/Secretary, Legal Support Assistant, Grand Jury Coordinator, Assistant Grand Jury Coordinator (**Personnel Action Item 16**)
- 8:55 a.m. LEAD Academy Board Chair Charlotte Meadows – Presentation requesting a Share of the One Cent Sales Tax for LEAD Academy (**General Information Item 19**)
- 9:00 a.m. Chief Appraiser Clay Henley – Presentation regarding Renewal Amendment to IncomeWorks Software License Agreement with Assessment Advisors, LLC, for Web Based Software (**Future Agenda Item 6**)
- 9:05 a.m. Executive Director Phil Bryant – Presentation regarding 2020-2021 Annual Community Corrections Plan (**Waived Rules Item 3**)
- 9:10 a.m. County Engineer George Speake – Presentation regarding Amendment Number 1 to Contract with Twin Oaks Environmental regarding a One (1) Year Extension, beginning October 21, 2020 and ending October 20, 2021 and a 5% Price Increase for Metal Pipe (**Future Agenda Item 7**)
- 9:15 a.m. General Services Director Lamar Allen – Presentation regarding Renovation to Flatwood Community Center by Force Account (**Future Agenda Item 8**)
- 9:20 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs

Information Session Schedule for
August 17, 2020 (Continued)

9:30 a.m. Formal Session

10:00 a.m. Executive Session regarding Pending Litigation

10:30 a.m. Adjourn

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN



SHERRILL R. THOMAS, CPA
FINANCE DIRECTOR

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT

334.832.1230
TDD 334.265.3568
FAX 334.832.2533

Memo:

To: Florence Cauthen, Administrator
From: Sherrill R. Thomas, Finance Director 
Date: August 11, 2020
Re: Employee Retirement Systems Act 2019-132

Local government and agency employees who are members of the Employee Retirement System (ERS) are classified as Tier I or Tier II members based on their hire date. Currently, the retirement benefits offered to Tier I employees are significantly better than those offered to Tier II employees.

Act 2019-132 would improve local governments' ability to offer better benefits to aid in the recruitment and retention of quality employees by allowing local units to provide its Tier II employees the same retirement benefits as its Tier I employees. This is not a mandate and gives local units the option to pass a resolution electing to provide all eligible employees with Tier I benefits. The decision to opt-in is a permanent decision, unless a future act is passed.

If approved, current Tier II employees and future employee retirement contributions will increase as follows:

To 7.5% from 6% for regular employees

To 8.5% from 7% for law enforcement employees

The County employer retirement contributions will increase approximately \$181,000 for fiscal year 2021 with future year increases determined actuarially.

If approved and submitted to the ERS Board before September 8, 2020, the change will be effective October 1, 2020. If submitted after this date and before May 8, 2021, the change will be effective October 1, 2021.

This is presented for your consideration. The forms required for submission to the ERS Board are attached.

RESOLUTION TO PROVIDE TIER I BENEFITS TO TIER II PLAN MEMBERS

WHEREAS, under the provisions of Act 2019-132, employers who participate in the Employees' Retirement System pursuant to *Ala. Code* § 36-27-6 may elect to provide Tier I retirement benefits to Tier II plan members, and

WHEREAS, MONTGOMERY COUNTY COMMISSION participates in the Employees' Retirement System pursuant to *Ala. Code* § 36-27-6 and wishes to improve retirement benefits for its Tier II plan members;

NOW, THEREFORE, BE IT RESOLVED BY [THE LOCAL GOVERNMENT], that MONTGOMERY COUNTY COMMISSION elects to provide Tier I retirement benefits to its Tier II plan members, subject to approval by the Employees' Retirement System Board of Control; that, if approved, such election shall be effective the following fiscal year and is irrevocable.

BE IT FURTHER RESOLVED that MONTGOMERY COUNTY COMMISSION has reviewed the actuarial cost estimates provided by the Employees' Retirement System for such election and agrees to pay any resulting increases in the employer contribution rate.

BE IT FURTHER RESOLVED that beginning in the month that such election is effective, MONTGOMERY COUNTY COMMISSION's Tier II plan members shall contribute 7.5% of their earnable compensation to the Employees' Retirement System and [the local government]'s Tier II plan members who are firefighters or law enforcement officers, as defined by *Ala. Code* § 36-27-59(a), shall contribute 8.5% of their earnable compensation to the Employees' Retirement System, as required by Act 2019-132.

BE IT FURTHER RESOLVED that MONTGOMERY COUNTY COMMISSION has not increased the member contribution rates for its Tier I members as provided by Act 2011-676 and, as required by *Ala. Code* § 36-27-6.5, MONTGOMERY COUNTY COMMISSION has submitted to the Employees' Retirement System a plan to increase such rates.

Signature of Authorizing Official _____

Name and Title ELTON N. DEAN, SR., CHAIRMAN

Date _____



**Employer
Information**

Name of Agency MONTGOMERY COUNTY COMMISSION
Full name, no initials please

Unit Code EMGC

**Plan
Information**

If employer has not increased Tier I member contribution rates as provided by Act 2011-676 and has passed a resolution to elect to provide Tier I retirement benefits to Tier II plan members as provided by Act 2019-132, employer must complete the following section.

As required by that Act 2019-132, employer submits the following plan to the Employees' Retirement System (ERS) to increase the member contribution rates for its Tier I plan members from 5% to 7.5% of earnable compensation, and for Tier I plan members who are firefighters or law enforcement officers, as defined by Ala. Code § 36-27-59(a), from 6% to 8.5% of earnable compensation.

Plan Options

Employer shall increase the rates as set forth above if and when (Check One):

☐ Employer's funding level drops below _____ %.

☐ Employer's contribution rate increases above _____ %.

☒ Employer is unable to make its required employer contribution.

☐ On _____ (insert date).

☐ Other (insert other circumstances): _____

**Employer
Certification**

When the above conditions are met as provided by the plan, employer agrees to raise the Tier I plan member contribution rates by passing a resolution to do so as required by Act 2011-676 and provide such resolution to the ERS.

Sign Here →

Signature of Authorizing Official _____ Date _____

Name and Title ELTON N. DEAN, SR., CHAIRMAN

Please Print

Telephone Number 334-832-1210

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

August 12, 2020

TO: Elton Dean – Commission Chairman
Montgomery County, Alabama

FROM: Phil Bryant –Executive Director
Montgomery County Community Corrections

RE: Request for Future Commission Agenda Item – Commission Review and
Approval of the 2020-2021 Annual Community Corrections Plan

Dear Chairman Dean:

Every fiscal year the County Community Corrections Department and the MCCPCA Board prepare an annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections is statutorily mandated for the Montgomery County Community Corrections Authority to receive continued State funding for Jail/Prison diversion felony offenders on Community Corrections Supervision. We anticipate state funding/support for our program to be in excess of \$375,000 for the upcoming 2020-2021 fiscal year.

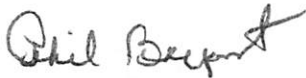
The MCCPCA Board met on Tuesday, August 11, 2020 and voted to approve the annual plan. Evidence of an approved plan is required to be submitted to the Alabama Department of Corrections no later than August 31, 2020 for consideration of reimbursement funding during the 2020-2021 fiscal year.

The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections. The provision of these services helps to protect public safety while maintaining offender accountability. The funds received from the Alabama Department of Corrections cover the cost of delivering services to the Jail/Prison Diversion offenders for which we are reimbursed and also are used to offset other operational and administrative costs of providing Community Corrections services to Montgomery County as a whole.

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

As previously mentioned, the Alabama Department of Corrections Community Corrections Plan requires written evidence of approval of the Plan on the part of the County Commission. Confirmation of the Commission's approval of the Annual Plan is due by the close of business on August 31, 2020. I respectfully request that the review and approval of the plan as submitted be placed on the next Commission Agenda (August 17, 2020) for consideration and approval.

Respectfully submitted,



Phil Bryant –Executive Director
Montgomery County Community Corrections Department

MEMORANDUM

TO: Florence M. Cauthen, County Administrator
FROM: Khristie Davis, Buyer *K*
DATE: August 12, 2020
RE: Invitation to Bid No. 51901-20B-022
Courthouse Move

Request approval of award on the above referenced Invitation to Bid to the low bid of Allied Logistics, Inc. DBA Allied Commercial Services in the amount of \$13,960.00 be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-20B-022				Allied Logistics, Inc. DBA Allied Commercial Services 5427 Armour Road Columbus, GA 31909 jeremy@alliedcommercialservices.com Minority Owned Yes X No		Lambert Relocation, Inc. 191 Jesse Bennett Drive Madison, AL 35756 jhause@golambertteam.com Minority Owned Yes No X		Pro Movers and Storage 871-B Plantation Way Montgomery, AL 36117 ppsmovers@yahoo.com Minority Owned Yes No X					
DATE ISSUED: July 24, 2020													
DATE OPENED: August 11, 2020													
REQUESTING DEPARTMENT: Support Services													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Total Cost of all Services for	ea.	1	\$13,960.00	\$13,960.00	\$14,825.00	\$14,825.00	\$27,810.00	\$27,810.00				
	Courthouse Move and Storage - 4th Floor												
TOTAL BID AMOUNTS					\$13,960.00		\$14,825.00		\$27,810.00				

Notes:

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Florence Cauthen, County Administrator

From: Derrick Cunningham, Sheriff

Date: August 11, 2020

Re: Amendment to Inmate Health Services Contract
for Montgomery County Detention Facility

I request that the attached Amendment to Quality Correctional Health Care ("QCHC") contract for Inmate Health Services at Montgomery County Detention Facility ("Jail") be considered for approval on a future agenda.

This amendment will allow the contract to be extended for one (1) year, beginning October 1, 2020 and ending on September 30, 2020.

QCHC, Inc. would like to increase prices by 3% in accordance with the terms of the contract. All other terms and conditions in the agreement shall remain the same.

If I can be of further assistance, please contact me.

DC/ms

Attachment

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SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

**RENEWAL OF AND AMENDMENT TO HEALTH SERVICES AGREEMENT
BETWEEN QCHC, INC. AND MONTGOMERY COUNTY, ALABAMA**

WHEREAS, QCHC, INC., a/k/a Quality Correctional Health Care, ("QCHC"), and MONTGOMERY COUNTY, ALABAMA ("COUNTY"), entered into a HEALTH SERVICES AGREEMENT (the "AGREEMENT") for the Montgomery County Detention Facility ("JAIL") on October 1, 2016;

WHEREAS, Section 10.6 of the AGREEMENT states that the AGREEMENT "may be amended or revised only in writing and signed by all parties";

WHEREAS, Section 6.1 states that, this AGREEMENT may be extended for additional one-year terms, if mutually agreeable to both parties.

WHEREAS, Section 7.1 of the AGREEMENT states that, on the annual anniversary dates, the annual base price shall increase by the annual percentage increase in the Consumer Price Index for Medical Services or 3 percent, whichever is less.

WHEREAS, the current CPI for Medical Services is 5.1 percent.

WHEREAS, the annual base price shall increase by three percent.

THEREFORE, the parties hereby mutually agree to amend the terms of the AGREEMENT as follows:

AMENDMENT

Section 6.1 shall be amended to reflect that the parties desire to renew and extend the AGREEMENT for a period beginning on October 1, 2020 and ending on September 30, 2021.

Section 7.1 shall be amended to make the monthly compensation amount due to QCHC \$160,590.25 for the renewal period beginning on October 1, 2020 and ending on September 30, 2021. The annual amount to be paid by the COUNTY to QCHC for this period will be \$1,927,083.00.

ALL OTHER TERMS AND CONDITIONS IN THE AGREEMENT SHALL REMAIN THE SAME.

The parties hereby signify their agreement with the above and foregoing by affixing their signatures below:

QCHC, INC.:

BY: JOHNNY EDWARD BATES, MD
TITLE: PRESIDENT & CEO
DATE: _____

**MONTGOMERY
COUNTY, ALABAMA:**

BY: _____
TITLE: _____
DATE: _____

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



August 5, 2020

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Income Works Subscription

I am requesting your consideration and approval to renew our subscription to a web based software, Income Works, to be used to assist in valuing income producing commercial properties. There is no increase over last year's contract price of \$49,000 per year. This item is budgeted for 2021 and will be paid at the start of the new budget year.

attachments

CH

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

6-1

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Montgomery County, Alabama, by and through the Montgomery County Commission ("Licensee") hereby agree to amend the IncomeWorks Software License Agreement ("Agreement"), effective October 2016, as follows:

1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
2. This Amendment constitutes renewal of the Agreement for the period of January 1, 2021 to December 31, 2021.
3. Renewal Data Release Year: IncomeWorks 2020, results as-of October 1, 2020.
4. Licensee will pay Assessment Advisors a license fee, for the renewal term set forth above, of Forty-Nine Thousand Dollars [\$49,000] detailed as follows:

Prior Year Base License Fee	\$ 49,000
3% Increase per Agreement	+ 1,470
Courtesy Discount	- 1,470
IncomeWorks 2020 Renewal Fee	\$ 49,000

5. The renewal fee will be invoiced on or after October 1, 2020. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2020 will ensure release prior to expiration.
6. On the release date for IncomeWorks 2020, Assessment Advisors will email notification to Licensee's Authorized Users.
7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

Licensee

Name of Licensee

Street Address

City, ST, zip

By: _____

Linda Pedalino, MAI
President & Co-Founder

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Original Contract



Assessment Advisors, LLC

736 N. Western Avenue, #393

Lake Forest, IL 60045

toll free phone & fax 1-888-226-9585

www.IncomeApproach.com

May 23, 2016

Clay Henley, Chief Appraiser
Montgomery County Appraisal Department
131 S. Perry Street
Montgomery, AL 36104

RE: IncomeWorks® Proposal & License for Montgomery County, AL

Mr. Henley:

Thanks for your interest in IncomeWorks. Please accept this letter as a formal proposal to provide IncomeWorks to Montgomery County, Alabama as a stand alone program in web based format. Your release will offer six property type categories or modules (Commercial, Industrial, Lodging, Multifamily, Office, and Retail) that will reflect your market. In addition to the standard features of "Property Summary" (view all inputs) and "Save Report" (save, view, print in PDF), the pricing below includes the following options, features, and services:

- ✓ Edit: Basic Information, Rankings, Economic Indicators
 - ✓ Personal Property Allocation (on multifamily and lodging properties)
 - ✓ Separate Components
 - ✓ Compare to Cost
 - ✓ Obsolescence Analyzer
 - ✓ Tax Factor (if you provide us with the average net tax rates for your jurisdiction)
 - ✓ Expense Breakdown
 - ✓ Discounted Cash Flow (interview driven and intuitive)
 - ✓ Export saved reports to text file (simply contact us via email whenever you need the export)
 - ✓ Change (make any modifications to existing reports)
 - ✓ One Click Update & Mass Update to another year (requires more than one data year)
- ✓ IncomeWorks clients also benefit from phone & email technical support, plus MAI consulting at no additional cost during the license term. Consulting consists of review of Appellant evidence and financial statements from income properties, including special purpose and complex properties.

Montgomery County base license fee for one data year:

IncomeWorks 2016 (results as of October 1, 2016) = \$49,000

For your initial purchase, we are pleased to offer two data years for the price of one:

IncomeWorks 2015 + 2016 (results as of October 1, 2015 and October 1, 2016) = \$49,000*

*If ordered & paid for now, IncomeWorks 2016 can be released in 50 days (or less) from receipt of \$49,000 payment; a significant savings compared to purchasing two data years separately. Quickly begin modeling with 2015 data. Payment now gives Montgomery County priority status in our schedule, and guarantees release of IncomeWorks 2016 during December 2016. This offer is made in consideration of the date of this proposal and the fact that this is your initial purchase.

IncomeWorks is licensed under an initial one-year term with optional annual renewals priced at 3% over the prior year base fee. Pages 2 and 3 contain the terms for licensing IncomeWorks.

If you have any questions, please do not hesitate to ask.

Respectfully Submitted,
Assessment Advisors, LLC

Timothy VanKirk, MAI, President

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INCOMeworks® SOFTWARE LICENSE AGREEMENT

1. **Grant of Non-Exclusive License.** Assessment Advisors, LLC ("Assessment Advisors") agrees to license INCOMeworks ("Software" as defined in Paragraph 2) per the Terms of this Agreement; a non-exclusive, non-transferable license for use of INCOMeworks solely in a manner consistent with the Authorized Application (Paragraph 3). By proceeding via remittance of fees, accepting release of INCOMeworks, accessing INCOMeworks, and using INCOMeworks, Licensee agrees to be bound by the terms of this Agreement.
2. **Software Definition and Description.** "Software" means collectively (i) the most current completed version of the INCOMeworks program, and (ii) Maintenance, where "Maintenance" means a subsequent enhancement of the Software that is generally made available to licensees of the Software at no additional charge (Paragraph 6). Maintenance does not include any additional data year release or future product that Assessment Advisors may license separately from the Software. The Software contains the basic components of an income analysis for certain commercial real estate, and will provide information on the concepts of market value and obsolescence as they pertain to the assessment of commercial real estate, plus descriptions, examples, and automatic calculations of commonly applied rates and ratios.
3. **Authorized Application.** "Authorized Application" means the following scope of activities: a) Mass appraisal of income producing real properties located in the territory where Licensee assesses real estate taxes on income producing real properties, except for properties identified as "Specialty" in the Software, using cost and other in-house analyses and consistent with the Assumptions and Limiting Conditions identified in the Software; b) As reference in tax appeals challenging the real estate tax assessment; and c) Instructional overview of the typical steps involved in an income analysis. The Software is not a replacement for cost-based or other in-house value estimates and is to be used for comparison and supplemental information. Licensee will use the Software only in its normal course of business of assessing real property and not for any other purpose, including without limitation, mass appraisal of properties outside of Licensee's jurisdiction, valuation of any real property, or valuation of improvements to any real property.
4. **Licensee Obligations and Restrictions.** Licensee will not use, or permit others to use, the Software for any purpose or activity other than the Authorized Application.
 - (a) Licensee will use reports generated via the Software only for internal office purposes consistent with the Authorized Application. Licensee may distribute reports as necessary to defend tax appeals.
 - (b) Licensee will train all employees on the Software and use reasonable precautions to monitor each employee's use of the Software to ensure that employees do not violate any of the terms of this Agreement including without limitation, using the Software in any manner that is inconsistent with the Authorized Application.
 - (c) Licensee will not use or allow others to use the Software for the benefit of any third party unrelated to the Authorized Application. Licensee will not provide or allow others to provide reports generated by the software to any third party unrelated to the Authorized Application. Licensee will not provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees and agents per separate Agreement.
 - (d) Licensee will not modify, copy, duplicate, reproduce, license, sub-license, transfer, or convey the Software or any right in the Software to anyone else, nor will Licensee transfer or share usernames and passwords.
 - (e) Licensee will not decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code, application or framework structure, data entries, or underlying ideas or algorithms of the Software.
 - (f) Licensee will not remove, alter or otherwise obscure any proprietary rights notices appearing in the Software.
5. **Term, Payment, Delivery, Renewal.** This Agreement will become effective at acceptance and the initial one year Term will commence on the Software Release Date per proposal (page 1). Licensee will pay Assessment Advisors a license fee for the initial term (page 1) which is non-refundable and due prior to delivery of the Software, which will include INCOMeworks Options, Features, Consulting, and Support per the proposal (page 1). On the Release Date, Assessment Advisors will deliver to Licensee the requested number of usernames and passwords required to access the Software. This Agreement will terminate in one year from Release Date unless Licensee chooses to renew this Agreement, at its option, via payment of a renewal fee per the proposal (page 1). Renewal fees are non-refundable and must be received prior to delivery of the Updated Renewal Release (new Data Year).
6. **Maintenance.** For so long as Licensee has an active license, i.e., a current paid-up subscription for use of the Software:
 - a) Assessment Advisors will provide Licensee with access to any enhanced versions of the Software which may increase the efficiency or ease of use of the Software, and b) Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter. However Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered, (iii) Software use inconsistent with the Authorized Application, (iv) Software used in an operating environment other than that for which it has been designed.
7. **Confidentiality.** The parties each agree that during the term of this Agreement, they may receive information regarding the other party's affairs which the disclosing party considers confidential. Each party receiving such confidential information agrees not to disclose it to any third party except to its own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. This Paragraph is not applicable to any information which: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) is generally known or becomes part of the public domain in the trade through no fault of the receiving party; (c) is independently developed by the receiving party or its agents without any use of the confidential information; or (d) is required to be disclosed by law or regulation or by proper order of a court of competent jurisdiction after adequate notice to the disclosing party to seek a protective order, the imposition of which protective order the receiving party agrees to approve and support. The Software, and the data contained and accessed through the Software, are confidential information under this Paragraph.
8. **Ownership, Protection and Reservation of Rights.** During the Term of this Agreement and thereafter, Assessment Advisors and its licensor at all times retain ownership of the Software and all intellectual property rights pertaining thereto, including without limitation any and all patent, copyright and trademark rights ("Assessment Advisors Property")

and all physical copies of materials related to the Software. Licensee will not do, or permit to be done, any act that would impair the rights of Assessment Advisors in Assessment Advisors Property. Licensee will not attack Assessment Advisors Property or the validity of this Agreement. Licensee will cooperate with Assessment Advisors in protecting Assessment Advisors Property. Licensee will promptly notify Assessment Advisors of all infringements or violations of the rights in Assessment Advisors Property and will cooperate with Assessment Advisors in the prosecution of any legal action for infringement. Except for the rights expressly granted to Licensee in Paragraph 1, Assessment Advisors grants and Licensee receives no other rights or licenses to the Software, derivative works thereof, Assessment Advisors Property, other intellectual property rights pertaining thereto, including without limitation, any rights to use the ideas, source code, methods or processes embodied, or the whole or any part of the data incorporated in the Software.

9. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants that the Software will operate in a manner consistent with that described in Paragraph 2. If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be replacement of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the Internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. Any action for breach of this limited warranty must be commenced during Warranty Period. Except as explicitly set forth in this Paragraph, Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose with respect to the Software and services, and with respect to the use of any of the foregoing. Except for breach of Paragraph 7 or Paragraph 8 neither Licensee, Assessment Advisors will be liable for any indirect, incidental, special or consequential damages. In no event will either party's liability for any damages exceed the license fee paid to under this Agreement in the year preceding the claim.
10. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend Assessment Advisors and its licensors, and their respective officers, members, employees, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from Licensee's use of the Software, or Licensee's breach of any terms and conditions of this Agreement, or Licensee's use of the Software inconsistent with the Authorized Application. Assessment Advisors agrees to indemnify, hold harmless and defend Licensee from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from claims that Licensee's use of the Software infringes or violates any copyright or patent. If a final injunction is obtained against Licensee's use of the Software by reason of such infringement, or if in Assessment Advisors' opinion the Software is likely to become the subject of a claim for such infringement, Assessment Advisors shall, at its sole option and expense: (i) procure for Licensee the right to continue using the Software in the manner permitted hereunder; (ii) replace or modify the Software so that it becomes non-infringing, or (iii), if (i) and (ii) are not feasible, terminate this Agreement and refund to Licensee on a pro rata basis any prepaid license fees. The foregoing remedies shall be Licensee's sole and exclusive remedies in the event of a successful claim of infringement. Assessment Advisors shall have no liability to Licensee hereunder if any infringement is based upon Licensee's use of the Software in combination with any software not furnished by Assessment Advisors, if the Software is used in a manner for which it is not designed or permitted, or if the infringement is based upon modifications of the Software by Licensee.
11. **Dispute Resolution.** 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama between the Montgomery County Commission and Assessment Advisors, LLC.
12. **Termination, Survival.** This Agreement is effective until expired or terminated. Either party may terminate this Agreement if the other party breaches a material term and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated. All terms in this Agreement which are intended to survive expiration or termination of this Agreement will survive expiration or termination.
13. **Choice of Law, Invalidity.** This Agreement will be construed and governed by the laws of the State of Illinois applicable to agreements made and to be performed entirely in Illinois, USA. The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable.

- 14 **Assignment, Relationship of Parties, Entire Agreement.** Assignment of this Agreement and any included rights by Licensee is strictly prohibited. Assessment Advisors may assign this Agreement without restriction to an assignee who agrees in writing to be bound by the terms. There is no relationship or agency, partnership, joint venture, employment or franchise between Assessment Advisors and Licensee. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, and negotiations, written or oral, relating to the subject matter hereof. This Agreement cannot be modified, amended, changed or extended orally. The headings in this Agreement are for convenience and shall not be used to construe meaning or intent. Any contract, purchase order, or similar document, which may be issued by Licensee in connection with this Agreement does not modify this Agreement.

Accepted and Agreed

Assessment Advisors, LLC and the County have, through their duly authorized representatives, entered into this Software License Agreement. The parties have read and understood the terms of this Agreement and hereby agree, by their respective signatures, to the terms thereof.

Sign:  Date: 10/24/16

By: Timothy VanKirk
President - Assessment Advisors, LLC

Sign:  Date: 10-17-16

By: Elton N. Dean, Sr.
Chairman - Montgomery County Commission



Assessment Advisors, LLC

toll free phone & fax: 1-888-226-9585

www.IncomeApproach.com

IncomeWorks® SOLE SOURCE / SINGLE SOURCE STATEMENT

JUSTIFICATION FOR PROCUREMENT THAT THIS PACKAGE IS NOT AVAILABLE FROM ANY OTHER PROVIDER

IncomeWorks, developed exclusively for assessment professionals by Assessment Advisors, LLC, is a stand alone program in web based format that can be customized for Montgomery County, Alabama.

IncomeWorks is an innovative product that is protected by U.S. Patent #7,676,428.

The awarding of a U.S. Patent proves that IncomeWorks meets the two rigorous and comprehensive criteria required: 1) it is novel or "different from any device, system, or known method in the relevant technology area" and 2) it is non-obvious to one of ordinary skill in the art.

IncomeWorks is an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multifamily, office, and retail properties. IncomeWorks is a product and a process that collects and analyzes local lease-practices data. An assessor can input readily available information pertaining to a property and IncomeWorks will return an instant, income approach evaluation estimate based on local market data.

Copyright protection has been in place since development and the registration is updated to include enhancements. The name "IncomeWorks" and our crane logo are Registered Trademarks.

Assessment Advisors, LLC is the only provider of IncomeWorks.

Assessment Advisors, LLC (Timothy VanKirk, MAI, President and Linda Pedalino, MAI, Vice President) provide IncomeWorks, which is the only source for a real property market-value economic model that incorporates (1) a complete market survey of existing and proposed stock of commercial and industrial real property within jurisdictional boundaries, and (2) a complete calibration of those surveyed lease practices for the existing properties by type and sub-type, size, specific location, quality, functionality, and market appeal. The results of these exhaustive surveys automatically fuel the model to generate market-based assessments with minimal user inputs.

All other income systems provide only a template requiring Assessors to survey and then manually input all components of basic lease practices. IncomeWorks provides the local lease practices, professionally surveyed and calibrated to the specific jurisdiction real property stock, and pre-loaded into the models. IncomeWorks clients also receive consulting services from Assessment Advisors, LLC.



G. THOMAS SUTTERS
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

CYNTHIA UNDERWOOD
Assistant Commissioner
LEWIS A. EASTERLY
Secretary

November 17, 2005

MEMORANDUM

To: County Tax Assessors
County Revenue Commissioners
County Administrators

From: Bill Bass, Director
Property Tax Division

Subject: Contracts and Purchases Exempt from State Bid Law

There appears to be some confusion throughout the state as to what types of contracts and purchases may be exempt from the State Bid Law. The Department of Revenue has previously established the position that aerial photography, GIS/Mapping software, and conversion services are exempt from the State Bid Law. This position is based on the following established criteria:

Section 41-16-51(3) Code of Alabama 1975 exempts the following ... "Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part" ... The Department of Revenue's position is the converting of paper maps to a digital format and the acquisition of photography according to the specifications and requirements of ADOR has always been considered a personal service. The companies and individuals that provide these services must possess a high degree of professional skill.

Section 41-16-51(8) Code of Alabama 1975 exempts the following ... "Purchases of manuscripts, books, maps, pamphlets, or periodicals" ... Obviously photography and GIS/Mapping systems are maps that are in a digital format rather than paper or mylar. As stated earlier the conversion of paper or mylar maps to a digital format fits the definition of the "purchase of maps" and aerial photography procurement is exempt from the competitive bid law because it becomes an integral part of the preparation, production and making of maps.

Section 41-16-51(11) Code of Alabama 1975 exempts the following ... "Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software" ... GIS/Mapping software is custom software that cannot be purchased "Off the Shelf" as you would Microsoft Office Suite, Lotus 123, Word Perfect or any number of software packages that one would normally find in a commercial outlet such as Office Depot, Circuit City, or Best Buy. GIS or

Mapping software is specifically written to meet certain specifications such as those contained in the Alabama Department of Revenue Mapping Standards and Specifications. The GIS or Mapping software must be customized to produce the maps the ADOR requires.

For several years the Department of Revenue and The Examiners of Public Accounts have agreed that the purchase of Photography and Geographic Information Systems (GIS) also referred to as mapping systems is exempt from the competitive bid law under one or more of the above referenced code sections.

The Department of Revenue after consulting with the Examiners of Public Accounts and with their approval reaffirms our position that the purchase of aerial photography and the planimetric detail, conversion of mylar maps to a digital format, and the purchase of GIS/Mapping software is not a bid item and can be treated as a professional services contract or the purchase of custom software. If a county chooses to bid for these services they certainly may but are not required to bid. The purchase of computer hardware in excess of \$7,500 remains subject to the State Bid Law.

If you have any questions concerning this matter, please feel free to contact this office at 333-242-1525.

PC: Mike Scorggins, Examiners of Public Accounts
Linda Barrontine, Examiners of Public Accounts

MEMORANDUM

TO: Florence Cauthen, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 7, 2020

RE: Contract No. 53000-19B-031
Metal Pipe

I request that the attached Amendment No. 1 to Twin Oaks Environmental contract to furnish metal pipe be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 21, 2020 and ending on October 20, 2021.

Twin Oaks Environmental 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-031

Amendment No. 1

Contract with Twin Oaks Environmental for metal pipe for Engineering, is hereby extended for one (1) year, beginning October 21, 2020 and ending October 20, 2021.

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

All other provisions of the contract remain the same.

WITNESS:

TWIN OAKS ENVIRONMENTAL

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

To: Montgomery County Commission

From: Lamar Allen, General Services Director

Date: August 13, 2020

Re: Flatwood Community Center

The low bid for the renovation of Flatwood was \$219,800. The Commission previously approved \$100,000 for the proposed renovation. Under Section 39-2-6(c) of the Public Works Law, if the awarding authority (the County Commission) finds that all bids received are unreasonable, the awarding authority may direct that the work be done by force account under its direction and control.

The kitchen addition, restroom upgrades, and replacement of lights can be done with a budget of \$100,000 by force account. The work will be performed by a combination of county employees and sub-contractors.

I am requesting that the Commission approve the renovation of Flatwood by force account and that this item be placed on the next agenda.

DATE: 07-07-2020
 BARGANIER DAVIS WILLIAMS
 ARCHITECTS ASSOCIATED
 624 SOUTH McDONOUGH STREET
 MONTGOMERY, ALABAMA 36104
 BDW Project Number: 2020-109
 TELEPHONE: (334) 834-2038

AS TABULATED BELOW, BIDS WERE RECEIVED:
 DATE: July 7, 2020 TIME: 2:00 PM
 PLACE: Montgomery County Commission
 Montgomery, Alabama
 PHONE:

CERTIFIED TABULATION OF BIDS

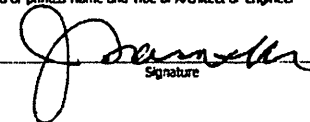
Project: Building Renovations and Additions
 To the Flatwood Recreation Center
 BDW Project #2020-109

BIDDERS	SURETY	Base Bid	Alt. #1 <i>Replace existing door locksot</i>	Alt. #2 <i>Replace drywall ceiling & attic insulation</i>	Alt. #3 <i>Install epoxy coating over floor</i>	Alt. #4 <i>Repaint existing building exterior</i>	Total
E. Marshall Ltd.	Old Republic Surety Co.	\$238,290	\$1,800.00	\$4,500.00	\$5,250.00	\$2,800.00	\$252,640.00
ITNOA	Westfield Insurance	\$218,800	\$2,200.00	\$10,200.00	\$2,800.00	\$8,600.00	\$243,600.00
Provision Contracting Services	U.S. Fire Ins. Co.	\$270,471	\$2,039.00	\$8,815.00	\$15,875.00	\$3,329.00	\$300,529.00

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

Sworn and subscribed before me this _____ day of _____

By: Johnny R. Raines, III, Principal
 Typed or printed Name and Title of Architect or Engineer


 Signature

 Notary Public L.S.

8-2

Section 39-2-6

Award of contract; additional competitive bids; work done by force account; availability of plans, etc.; use of convict labor; assignment of contract; agreements, etc., among bidders; advance disclosure; life cycle costs.

(a) The contract shall be awarded to the lowest responsible and responsive bidder, unless the awarding authority finds that all the bids are unreasonable or that it is not to the interest of the awarding authority to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the invitation for bids. Minor irregularities in the bid shall not defeat responsiveness. The bidder to whom the award is made shall be notified by telegram, confirmed facsimile, or letter at the earliest possible date. If the successful bidder fails or refuses to sign the contract, to make bond as provided in this chapter or to provide evidence of insurance as required by the bid documents, the awarding authority may award the contract to the second lowest responsible and responsive bidder. If the second lowest bidder fails or refuses to sign the contract, make bond as provided in this chapter or to provide evidence of insurance as required by the bid documents, the awarding authority may award the contract to the third lowest responsible and responsive bidder.

(b) If no bids or only one bid is received at the time stated in the advertisement for bids, the awarding authority may advertise for and seek other competitive bids, or the awarding authority may direct that the work shall be done by force account under its direction and control or, with the exception of the Department of Transportation, the awarding authority may negotiate for the work through the receipt of informal bids not subject to the requirements of this section. Where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid.

(c) If the awarding authority finds that all bids received are unreasonable or that it is not to the interest of the awarding authority to accept any of the bids, the awarding authority may direct that the work shall be done by force account under its direction and control.

(d) On any construction project on which the awarding authority has prepared plans and specifications, received bids, and has determined to do by force account or by negotiation, the awarding authority shall make available the plans and specifications, an itemized estimate of cost and any informal bids for review by the Department of Examiners of Public Accounts and, upon completion of the project by an awarding authority, the final total costs together with an itemized list of cost of any and all

changes made in the original plans and specifications shall also be made available for review by the Department of Examiners of Public Accounts. Furthermore, the above described information shall be made public by the awarding authority upon request. Upon the approval of the awarding authority, its duly authorized officer or officers may, when proceeding upon the basis of force account, let any subdivision or unit of work by contract on informal bids.

(e) No provision of this section shall be interpreted as precluding the use of convict labor by the awarding authority. This section shall not apply to routine maintenance and repair jobs done by maintenance personnel who are regular employees of the awarding authority, nor shall it apply to road or bridge construction work performed by an awarding authority's regular employees and own equipment.

(f) No contract awarded to the lowest responsible and responsive bidder shall be assignable by the successful bidder without written consent of the awarding authority, and in no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

(g) Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the awarding authority on future lettings. Any bidder or prospective bidder who willfully participates in any agreement or collusion in restraint of freedom of competition shall be guilty of a felony and, on conviction thereof, shall be fined not less than five thousand dollars (\$5,000) nor more than fifty thousand dollars (\$50,000) or, at the discretion of the jury, shall be imprisoned in the penitentiary for not less than one nor more than three years.

(h) Any disclosure in advance of the terms of a bid submitted in response to an advertisement for bids shall render the proceedings void and require advertisement and award anew.

(i) The lowest responsible and responsive bidder on a public works project may be determined to be the bidder offering the lowest life cycle costs. The lowest responsible and responsive bidder shall otherwise meet all of the conditions and specifications contained in the invitation to bid, except that a bidder may still be considered responsive if he or she responds with a bid using different construction materials than those specified in the invitation to bid if the materials' use would result in lower lifecycle costs for the public works project. To utilize this provision to determine the lowest responsible and responsive bidder, the awarding authority must include a notice in the invitation to bid that the lowest responsible and responsive

bidder may be determined by using life cycle costs, and must also include in the invitation to bid the criteria under which it shall evaluate the life cycle costs.

(Acts 1947, No. 492, p. 338, §5; Acts 1997, No. 97-225, p. 348, §1; Act 2011-530, p. 869, §1.)

Youth Detention Facility

Memo

To: Florence Cauthen, County Administrator
From: Brandi K. Alexander, Youth Detention Director *BKA*
Date: August 13th, 2020
Re: Renew QCHC Contract for Montgomery County Youth Detention

I request the Quality Correctional Health Care (QCHC) contract be considered for approval on the next agenda.

I recommend the contract be extended for one (1) year, beginning October 1, 2020 and ending on September 30, 2021.

QCHC, Inc. would like to have a 5% price increase as stated in the terms of the contract. All other terms and conditions in the agreement shall remain the same.

If you have any other questions, please contact me at 334-240-2119.

**RENEWAL OF AND AMENDMENT TO HEALTH SERVICES AGREEMENT
BETWEEN QCHC, INC. AND MONTGOMERY COUNTY, ALABAMA**

WHEREAS, QCHC, INC., a/k/a Quality Correctional Health Care, ("QCHC"), and MONTGOMERY COUNTY, ALABAMA ("COUNTY"), previously entered into a HEALTH SERVICES AGREEMENT (the "AGREEMENT") for the provision of certain healthcare services for juvenile residents in the custody of the Montgomery County Alabama Youth Facility beginning on November 1, 2019 and ending on September 30, 2020;

WHEREAS, Section 4.2 states that the AGREEMENT may be renewable for subsequent terms if agreeable to both parties.

WHEREAS, consistent with the terms of the AGREEMENT, the annual contract price shall increase by five (5) percent for the renewal term beginning on October 1, 2020.

WHEREAS, Section 5.1 of the AGREEMENT states that, "the AGREEMENT may be amended at any time only with the written consent of both parties";

THEREFORE, the parties hereby mutually agree to renew and amend the terms of the AGREEMENT as follows:

RENEWAL

The parties hereby agree to extend the AGREEMENT for a renewal term beginning on October 1, 2020 and ending on September 30, 2021.

AMENDMENT

The parties hereby agree to amend Section 3.1.1 of the AGREEMENT to reflect that the annual contract price for the renewal term will be \$296,100.00. The monthly payment due to QCHC will be \$24,675.00.

ALL OTHER TERMS AND CONDITIONS IN THE AGREEMENT SHALL REMAIN THE SAME.

The parties hereby signify their agreement with the above and foregoing by affixing their signatures below:

QCHC, INC.:

BY: JOHNNY EDWARD BATES, MD

TITLE: PRESIDENT & CEO

DATE: _____

**MONTGOMERY
COUNTY, ALABAMA:**

BY: _____

TITLE: _____

DATE: _____

MEMORANDUM

To: Florence M. Cauthen, County Administrator

From: Khristie Davis, Buyer *KD*

Date: August 12, 2020

RE: Contract No. 52601-17P-024
Manage and Operate a Community-Base Adolescent Alternative Program

I request that the attached Amendment 3 to The Bridge, Inc. to manage and operate a community-based adolescent alternative program be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for thirty (30) days, beginning October 1, 2020 and ending on October 30, 2020.

The Bridge, Inc. will not increase pricing during this period. All other provisions shall remain the same.

This contract extension has been coordinated with Ray Williams, Chief Probation Officer.

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

Amendment
To
Contract # 52601-17P-024

Amendment No. 3

Contract with The Bridge, Inc. to manage and operate a community-based adolescent alternative program, is hereby extended for thirty (30) days beginning October 1, 2020 and ending October 30, 2020.

There will be no price increase during this period.

All other provisions of the contract will remain the same.

WITNESS:

THE BRIDGE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Florence Cauthen, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: August 7, 2020

RE: Contract No. 52603-19B-030
Milk and Juice Products

I request that the attached Amendment No. 1 to Borden Dairy of Alabama contract for milk and juice products be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 7, 2020 and ending on October 6, 2021.

Borden Dairy of Alabama 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 Brandi Alexander, Juvenile Detention Director.

Attachment

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

**Amendment
To
Contract # 52603-19B-030**

Amendment No. 1

Contract with Borden Dairy of Alabama for milk and juice products is hereby extended for one (1) year, beginning October 7, 2020 and ending October 6, 2021.

All other provisions of the contract remain the same.

WITNESS:

BORDEN DAIRY OF ALABAMA

BY: _____

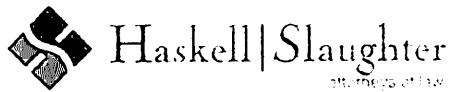
TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Haskell Slaughter Gallion & Walker, LLC

6104 B Seaton Place

Montgomery, Alabama 36116

T 334 265 8575 | F 334 264 7945

- TTG

MEMORANDUM

August 7, 2020

To: Florence Cauthen, County Administrator
From: Thomas T. Gallion, III
Re: Claim regarding Theodore R. Noon

I am in receipt of your August 4, 2020, memo regarding a verified claim filed by Theodore R. Noon. I have reviewed the Notice of Claim submitted by Attorney John T. Stamps, III.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

50051-317

12-1

NOTICE OF CLAIM

TO: Jina Ishman, County Clerk
County of Montgomery
251 South Lawrence Street
Montgomery, AL 36104

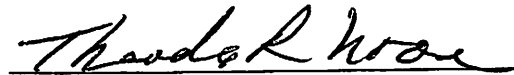
1. This claim is filed and presented to the County of Montgomery, Alabama pursuant to Ala. Code §§ 11-47-23 by Theodore R. Noon, Sr., and his attorneys at law, John T. Stamps, III and D. Bruce Petway, who have personal knowledge of the facts contained herein.

2. On or about February 17, 2020, Theodore Noon was operating a 2004 Peterbilt 378 Dump Truck traveling on North McDonough Street when, because of defective and unreasonably dangerous conditions of the roadway, the roadway shoulder collapsed causing the dump truck to overturn into a ditch.

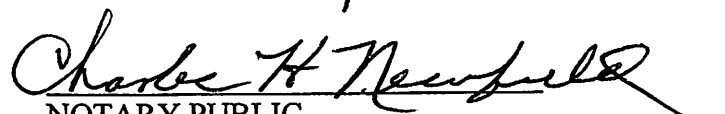
3. Prior to and at the time of Mr. Noon's accident, the County of Montgomery, Alabama had a duty to properly and safely build, design, inspect, and maintain its roadways, road shoulders, and adjacent areas, including the parts of North McDonough Street involved in the subject accident. The County of Montgomery, Alabama had actual or constructive knowledge that the roadway was defective and unreasonably dangerous, but negligently and/or wantonly failed to do anything to make it reasonably safe for vehicular travel.

4. Because of said accident, Mr. Noon has been caused to suffer numerous injuries including, but not limited to, a broken neck resulting in constant pain and continued care for this injury.

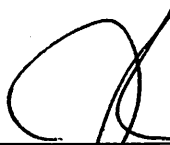
5. Theodore Noon claims compensatory and punitive damages against the County of Montgomery, Alabama in the amount of \$100,000.00.


Theodore R. Noon, Sr.

SWORN TO AND SUBSCRIBED before me on this 21 day of July, 2020.


NOTARY PUBLIC
My commission expires: 10-22-21

12-2

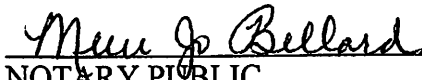


John T. Stamps, III
One of the Attorneys for Theodore R. Noon, Sr.

OF COUNSEL:

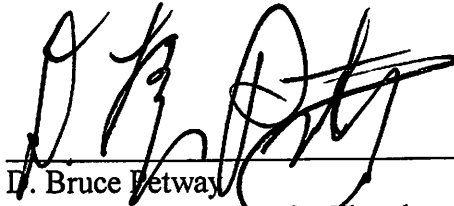
The Stamps Law Group, LLC
1820 3rd Ave. N., Suite 101
Bessemer, AL 35020
Phone: (205) 424-8370

SWORN TO AND SUBSCRIBED before me on this 28th day of July, 2020.



NOTARY PUBLIC

My commission expires: 2/3/23



D. Bruce Petway

One of the Attorneys for Theodore R. Noon, Sr.

OF COUNSEL:

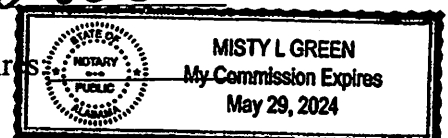
PETWAY OLSEN, LLC
600 Vestavia Parkway
Suite 220
Birmingham, Alabama 35216
Phone: (205) 733-1595
Fax: (205) 733-8683

SWORN TO AND SUBSCRIBED before me on this 24th day of July, 2020.



NOTARY PUBLIC

My commission expires



12-3

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
ADMINISTRATOR

August 3, 2020

MEMORANDUM

TO: Thomas Gallion, III
County Attorney

FROM: Florence M. Cauthen *FMC*
County Administrator

RE: Notice of Claim – Theodore R. Noon, Sr.

Attached is a Notice of Complaint submitted by John T. Stamps, III and D. Bruce Petway, Attorneys for Plaintiff on behalf of their client, Theodore R. Noon, Sr. We received this Claim in our office on July 31, 2020.

Please review and advise by August 7, 2020, as to what action the County Commission should take.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

12-4

August 13, 2020

MEMORANDUM

TO: Montgomery County Commission
FROM: Florence Cauthen 
SUBJECT: Bond Sale Approval Resolution

The Funding Agreement for Cooperative District's bonds requires that the County Commission adopt a resolution indicating its approval of the terms of the bonds before the bond closing. Attached is a resolution to satisfy that requirement.

I request that it be placed on the next agenda to be voted on after review of the bond sale results.

RESOLUTION APPROVING TERMS OF MONTGOMERY COUNTY
COMMUNITY COOPERATIVE DISTRICT BONDS

BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that the terms of the Montgomery County Community Cooperative District's Taxable Revenue Bonds (Montgomery County Funding), Series 2020 are hereby approved.



J C Love, III
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

From: Judge J C Love, III
Montgomery County Probate Judge

Date: August 12, 2020

Re: Request for Temporary Appointment of Probate Court Clerk Supervisor

The Montgomery County Probate Office is authorized one Probate Court Clerk Supervisor position. The previous Probate Court Clerk Supervisor retired in April, leaving this position vacant. The position is crucial to the administration of the Probate Court. The Probate Court Clerk Supervisor supervises the day-to-day operations within the Probate Judge's office. The Probate Court Clerk Supervisor differs from the Probate Court Clerk in that the supervisor not only works the more difficult cases but is responsible for the day-to-day operations and supervision of the clerks. As such, a vacancy in this position is detrimental to the operations of the Court and its docket.

With this consideration in mind, the Montgomery County Probate Office requests approval of the temporary appointment of Lisa Fells for a period of no longer than 90 day or until a register can be established for this classification. At that time, the position will be permanently filled. Rule VII, section 9 (a) provides for temporary appointments of employees in the absence of an eligible registry. An eligible registry currently does not exist and will take several weeks to create.

Based on Lisa Fells' 19 years of experience as a Probate Court Clerk, I recommend approval of this proposed, temporary appointment which would move her from Pay Grade A05 Step 13 to Pay Grade A07 Step 7. Thank you for your favorable consideration in this request.

Please circle one:

APPROVED

NOT APPROVED

Chairman's signature: _____

14-1

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
DEPARTMENT HEAD: Judge J C LOVE, III
SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Probate Court Clerk Supervisor
Position Number 750060027
Pay Grade A07 Pay Range \$ 40,664-60,755
Proposed Effective Date October 5, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge J C, LOVE, III Date 8/13/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 8/13/2020
Employee Benefit Manager

Sherrill Thomas Date 8/13/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 8/13/2020
County Administrator



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

MEMORANDUM

TO: Chairman Elton Dean, Sr.
Vice-Chair Ronda Walker
Commissioner Dan Harris
Commissioner Isaiah Sankey
Commissioner Doug Singleton

FROM: Daryl Bailey

DATE: August 11, 2020

SUBJECT: Position Fill Requests

I respectfully request the County Commission approve the attached position fill requests for a Grand Jury Coordinator, an Assistant Grand Jury Coordinator, a Legal Support Assistant, and a Receptionist / Secretary. These are budgeted positions.

The Grand Jury Coordinator vacancy was created because of a retirement. This is the leadership position for the Grand Jury Unit. Because I plan to promote/transfer from within for the Grand Jury Coordinator, Assistant Grand Jury Coordinator, and the Legal Support Assistant positions, the salaries will not be starting salaries. Nevertheless, these moves will result in more than \$8,000 in payroll savings to the County. The Receptionist / Secretary position will be a new hire.

Please contact me if you have any questions.

Attachments

16-1

POSITION FILL REQUEST - BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title Receptionist/Secretary
Position Number 400016001
Pay Grade A03 Pay Range \$25,630 - \$38,294
Proposed Effective Date September 7, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 08/11/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 08/12/2020
Employee Benefit Manager

Sherrill Thomas Date 08/12/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 8/13/2020
County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title Legal Support Assistant
Position Number 408020001
Pay Grade A05 Pay Range \$32,318 - \$48,286
Proposed Effective Date September 7, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 08/11/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 08/12/2020
Employee Benefit Manager

Sherrill Thomas Date 08/12/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 8/13/2020
County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title Grand Jury Coordinator
Position Number 408005009
Pay Grade A06 Pay Range \$36,284 - \$54,214
Proposed Effective Date September 7, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 08/11/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 08/12/2020
Employee Benefit Manager

Sherrill Thomas Date 08/12/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 8/13/2020
County Administrator

POSITION FILL REQUEST - BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title Assistant Grand Jury Coordinator
Position Number 408030007
Pay Grade A05 Pay Range \$32,318 - \$48,286
Proposed Effective Date September 7, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 08/11/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 08/12/2020
Employee Benefit Manager

Sherrill Thomas Date 08/12/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 8/13/2020
County Administrator



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

August 7, 2020

MEMORANDUM

TO : Ms. Florence Cauthen
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : NAMI Walk – September 26, 2020

NAMI (National Alliance on Mental Illness) will have their annual Walk on Saturday, September 26, 2020, at Wynton M. Blount Cultural Park. I represent NAMI for Montgomery County and I am respectfully requesting monetary donations for the Walk. As you all know, mental illness has taken a toll not only on our community but on the county government and has become a serious issue in today's society. Major Gayle Atchison and I will be participating in this NAMI fundraiser along with any county employees willing to join my team to help fight this issue.

The registration form is attached hereto and please know that any donation will be greatly appreciated. If you have any questions, please do not hesitate to contact me or my assistant, Christie (ext 7106).

DC/crv

encls.

cc: Mr. Elton N. Dean, Sr., County Commission Chairman
Mr. Dan Harris, County Commissioner
Mr. Isaiah Sankey, County Commissioner
Ms. Ronda Walker, County Commissioner
Mr. Doug Singleton, County Commissioner

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

www.MontgomerySheriff.com

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

17-1



National Alliance on Mental Illness

namiWalks

Alabama



Proposal for Sponsorship

2020



nami | Alabama

National Alliance on Mental Illness

Saturday, Sept. 26, 2020
Wynton Blount Cultural Park
Montgomery, AL

National Elite Sponsor

Alkermes

National Lead Sponsor



HBC FOUNDATION
HEADFIRST

National Partner



★ 17-2

NAMIWalks Alabama

Based in Montgomery, NAMI Alabama works with NAMI affiliates throughout the state to raise awareness and provide essential education, advocacy and support group programs at no cost for people living with mental illness and their loved ones. NAMI Alabama is a nonprofit, grassroots organization that addresses mental health needs in communities across our state, replaces stigma with understanding and helps thousands of families and individuals each year. NAMI Alabama is a 501 (c)(3) mental health organization.

To register a team online, visit www.namiwalks.org/alabama

NAMIWalks Reaches a Nationwide Audience

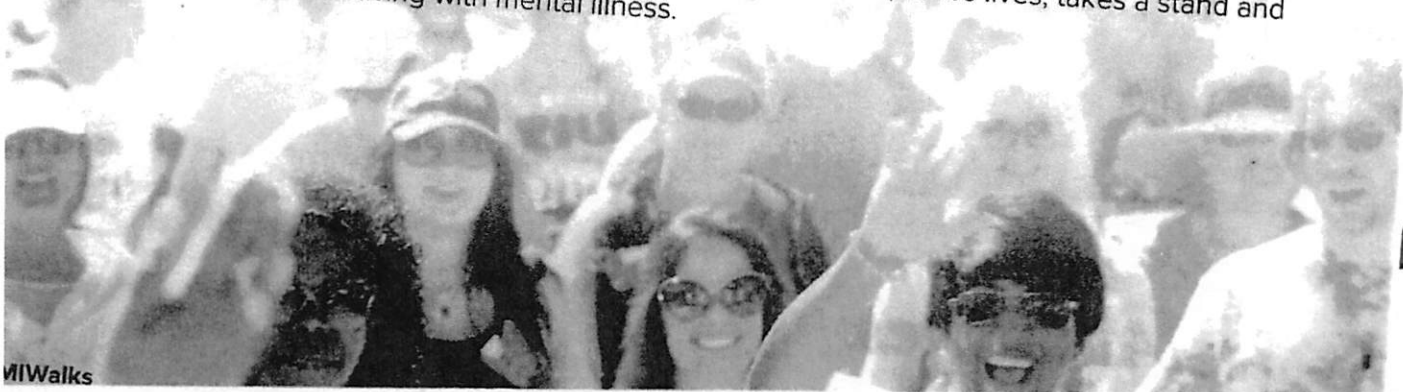
NAMIWalks' public, active display of support for people affected by mental health conditions is one important way we are changing how Americans view people with a mental illness. NAMIWalks brings together individuals and businesses to help raise funds, combat stigma and promote awareness. NAMIWalks is NAMI's largest and most successful mental health awareness and fundraising event. In 2019, 103 NAMIWalks events in 41 states raised over \$12.5 million to support local programs and initiatives that improve the lives of persons affected by mental illness.

Who Walks with NAMI?

NAMIWalks events attract and engage a diverse audience across a variety of demographics including individuals and families affected by mental health conditions, friends, community groups, local businesses, medical professionals and more. There is no registration fee, however, all participants are encouraged to collect donations to support NAMI's no-cost programs and services in their community. All walkers raising \$100 or more receive a commemorative NAMIWalks t-shirt.

About NAMI

NAMI is the National Alliance on Mental Illness, an association of hundreds of local affiliates, state organizations and volunteers who work in communities nationwide as part of the nation's largest grassroots mental health organization. NAMI offers help and hope, improves lives, takes a stand and educates families and those living with mental illness.





National Alliance on Mental Illness

Sponsorship Opportunities

There are numerous ways corporations and organizations can partner with NAMIWalks to help build better lives for families and individuals in Alabama affected by mental illness.

	PRESENTING	PLATINUM	GOLD	START/FINISH LINE	SILVER	BRONZE	REST-STOP
	\$7.5K	\$5K	\$2.5K	\$1.5K	\$1K	\$500	\$250
Sponsor Benefits							
Recognition at Kick-off Event	●						
Stage appearance on walk day	●	●					
Listing in electronic communication	●	●					
Corporate team fundraising page	●	●	●				
Logo on stage banner on walk day	●	●	●				
Sponsor's name included in press release	●	●	●				
Logo on walk day signage	●	●	●	●			
Walk day booth space or tent	●	●	●	●			
Walk day table	●	●	●	●	●		
Logo on event poster	●	●	●	●	●	●	
Logo on NAMIWalks brochure	●	●	●	●	●	●	
Logo displayed on website	●	●	●	●	●	●	
Logo on NAMIWalks t-shirt	●	●	●	●	●	●	
Listing on NAMIWalks website	●	●	●	●	●	●	●
Sponsor's logo/name on Rest Stop Signage							●

Please note: some benefits subject to print deadlines.

Special sponsorship recognition is also available for major donors of goods and services, depending on the cash value of the donation, including sponsorship of food and beverages.

17-4

2019 Top Sponsors

National NAMIWalks Elite Sponsor: Alkermes; Poarch Band of Creek Indians; WSFA 12 News; Baptist Health; Crossbridge Behavioral Health; Gardenia Cove Mental Health; Lundbeck; Alabama Family Trust; Montgomery County Commissioner Dan Harris; Southern Glazers; River Region Psychiatry; Southern Poverty Law Center; Alabama Psychiatric Physician Association; Wexford Health; ALFA Insurance; Janssen Pharmaceuticals; Blue Cross Blue Shield of Alabama; PhRMA; Montgomery County Sheriff's Office; Etowah DeKalb Cherokee Mental Health Board; Northwest Alabama Mental Health Center; Mountain View Hospital; Otsuka; Fedmont Federal Credit Union; Alabama Power Foundation; John & Grace Hagewood; Dr. Joel Willis; Knight's of Columbus #11537; Hudson's Bay Corporation Foundation; Brian E. Barrett, DMD; Saks 5th Avenue; Preferred Health Services, Inc

Sponsorship Confirmation Form

● Yes! We are proud to support the 2020 Alabama NAMIWalks event. We authorize NAMI to include our name and/or logo on all the materials printed for the event consistent with our sponsorship selection below.

☐ Presenting Sponsor	\$7,500	☐ Silver Sponsor	1,000
☐ Platinum Sponsor	5,000	☐ Bronze Sponsor	500
☐ Gold Sponsor	2,500	☐ Rest Stop Sponsor	250
☐ Start/Finish Line Sponsor	1,500		

Company name: _____

Contact name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Website: _____

Email address: _____

For guaranteed inclusion of name/logo on printed materials, return form by July 8, 2020. To be included on the t-shirt, your logo saved in a vector file (EPS, PS, BMP, PDF) must be received within 6 weeks of Walk Day, otherwise you will be listed by name only on the shirt.

- ☐ Check enclosed (please make payable to NAMI Alabama)
- ☐ Credit card payments accepted online at www.namiwalks.org/alabama
- ☐ Please send an invoice
- ☐ Please reserve an exhibit booth space (\$2,500 & above sponsorships)
- ☐ Please reserve an exhibit table and 2 chairs (\$1,000 & above sponsorships)
- ☐ We will not be using our included exhibit space

For your records, our Tax ID# is 63-0977897. Please forward logo or any questions to: brobbins@namialabama.org

PLEASE MAIL SPONSORSHIP CHECKS TO: NAMI Alabama, 1401 I-85 Parkway, Suite A, Montgomery, AL 36106

To learn more about
NAMIWalks, visit
www.namiwalks.org.



NAMIWalks

National Alliance on Mental Illness

NAMI Alabama

334-396-4797 • www.namiwalks.org/alabama

brobbins@namialabama.org • TAX ID # 63-0977897

17-5



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

Memo:

To: Florence Cauthen, Administrator
From: Sheriff Derrick Cunningham 
Date: August 13, 2020
Re: Hazardous Duty Pay- COVID-19

In April I sent information to the Commissioners concerning a request for hazardous duty pay for certain essential County employees who cannot work remotely or who did not rotate days away from the office and/or receive administrative pay (except for illness). Since that time reimbursement for this pay was approved under the CARES ACT.

This pay is needed to address the following effects of COVID-19:

- Compensate those employees who deal with the public and/or inmates daily.
- Compensate those employees who have had to cancel time off and work longer shifts
- Help retain and recruit employees during a time of shortages

As discussed in my memo in April, I am requesting an hourly amount of \$2.50 be added to the pay for those that qualify for the hazardous duty pay. The eligible County positions have been identified and are certain Sheriff Deputies, Detention Facility Correction Officers and intake /transport clerks, and Youth Facility Detention Officers.

I am requesting that this pay increase be approved effective August 10, 2020 and continue through the December 2020 reimbursable period.

Please let me stress that I do not take this matter lightly and only wish to compensate those essential employees that have worked continual during the COVID shutdowns.

MAILING ADDRESS
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

WWW.MONTGOMERYSHERIFF.COM

SHERIFF'S OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY 334.832.1386
FAX 334.265.0990

18-1

Florence Cauthen

From: Charlotte Meadows <cbmeadows@att.net>
Sent: Tuesday, August 4, 2020 9:16 PM
To: Ronda Walker; Doug Singleton; Elton N. Dean, Sr.
Subject: LEAD Academy's student base
Attachments: All Student Addresses-2020-2021.xlsx

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chairman Dean, Vice Chair Walker and Commissioner Singleton,

Thank you for your leadership during these difficult times. I am writing on behalf of LEAD Academy and our request for sales tax revenue.

LEAD Academy is beginning our second year of serving students and families in Montgomery County by giving them a choice in meeting their child's needs. We are starting back to school in both traditional and virtual fashion on August 17th for approximately 460 students. For families who work or need care for their children during the day, we believe this option is essential to supporting the needs of Montgomery families. There is also overwhelming data that shows that younger students are not going to be as well educated by a virtual platform.

The initial reason for charter schools was to be an incubator of new ideas. LEAD Academy will fulfill that this year in having both in-person at school teaching as well as virtual classes for our students. We are also going to be testing our students against national norms this year and will be able to show solid performance data.

I am asking that you put LEAD's request for our share of the county-wide \$.01 sales tax on your agenda for August 17th. Our parents all live inside the county limits and the attached document shows the distribution of our families throughout the county. We have sustained through the first year without this funding, but we need to know if we can plan and budget for those funds going forward. I have been assured that all three of you are supportive of this vote. I am optimistic of getting at least one more vote as well. I will be at your meeting on the 17th to answer any questions and can be reached at any point to discuss this. We truly covet your support and also your financial assistance.

Charlotte Meadows
334-324-8431

August 13, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
County Administrator

SUBJECT: Special Events Alcohol License for Festival Latino

On March 10, 2020, the Montgomery County Commission approved an Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for the Festival Latino to be held on March 21, 2020. Due to COVID-19, the event was postponed.

Festival Latino has been rescheduled for September 2020 and the Alcoholic Beverage Control Board is not requiring the applicant to submit a new Alcohol License Application.

Commissioner Singleton has requested that this item be discussed at Monday's meeting.

FMC/tn

Attachment



AGENDA

MAR 10 2020

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20200109142736940



Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 County: \$150.00

Type License:

State: County:

Trade Name: FESTIVAL LATINO

Filing Fee: \$50.00

Applicant: RANCHO EL PARAISO LLC

Transfer Fee:

Location Address: 7625 JESSEE REID LANE MONTGOMERY, AL 36105

Mailing Address: 4025 TROY HWY MONTGOMERY, AL 36116

County: MONTGOMERY Tobacco sales: NO

Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: CORP 00375 PG 0957-0959

Date Incorporated: 09/04/2019 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 09/04/2019

Alabama State Sales Tax ID: R010401541

Federal Tax ID: 84-3077162

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES MARTINEZ BROWN 6320099 - AL	OWNER	06/22/1988 DALLAS TEXAS	5108 SUGAR PINE DR MONTGOMERY, AL 36116

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? YES

Contact Person: JAMES M BROWN

Home Phone: 334-424-8812

Business Phone: 334-424-8812

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:

1-1
20-2



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20200109142736940



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **EDGAR VALERIOS AVALOS 334-540-3824**
What is lessors primary business? **PROPERTY OWNER**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **9999** Display Square Footage:
Building seating capacity: **9999** Does Licensed premises include a patio area? **NO**
License Structure: **ONE STORY** License covers: **OTHER**
Location is within: **COUNTY** Police protection: **COUNTY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20200109142736940



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 03/21/2020 Ending Date: 03/22/2020

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD SATURDAY, MARCH 21, 2020 AND SUNDAY MARCH 22, 2020 FROM 2:00PM - 12:00AM. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

Other Explanations

Is the applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? JAMES BROWN OWNS OTHER ABC LICENSED LOCATIONS

License Covers: OUTSIDE AREA

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE HELD SATURDAY, MARCH 21, 2020 AND SUNDAY MARCH 22, 2020 FROM 2:00PM - 12:00AM. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
ADMINISTRATOR

August 13, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
County Administrator

SUBJECT: Joint Public Charity Hospital Board Appointments

On October 5, 2020, the terms of Dr. Albert Holloway and Mr. Robert H. Steindorff will expire as board members of the Joint Public Charity Hospital Board.

We will be discussing these appointments at Monday's meeting.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

Joint Public Charity Hospital Board

Members:

Term Expires:

Carey L. Owens, Jr.
Montgomery, AL 36117

10/5/2022

Henry A. Frazer
Montgomery, AL 36117

10/5/2022

Dr. Albert Holloway, Chairman
Pike Road, AL 36

10/5/2020

Robert H. Steindorff
Pike Road, Alabama 36064

10/5/2020

Mary B. Weidler
Montgomery, AL 36106

10/5/2021

Dr. James Armstrong
Montgomery AL 36111

10/5/2021

Richard Burleson (293-6400)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years