



INFORMATION SESSION

8:30 AM - September 8, 2020

Montgomery County Courthouse, Annex III

Page

CALL TO ORDER AND WELCOME AT 8:30 A.M.

PRAYER

BRIEFING OF AGENDA AND SCHEDULED ATTENDEES

Administrator Cauthen

WAIVED RULES ITEMS

1. Consider Authorization for Excess Health Insurance Renewal with Optum Insurance, Secured Through Alliance Insurance Group 4 - 10

Presenter: Holly Leverette

[Agenda Item Memo - 20-047 - Pdf](#)

FUTURE AGENDA ITEMS

2. Public Comment Regarding Proposed 2019-2020 Operating Budget and Construction Program Fund Budget 11

Presenter: Sherrill Thomas

[Agenda Item Memo - 20-043 - Pdf](#)

3. Consider Authorization of Proposed 2020 - 2021 Operating Budget, County Commission 12

Presenter: Sherrill Thomas

[Agenda Item Memo - 20-044 - Pdf](#)

4. Consider Authorization of Proposed 2020 - 2021 Construction Programs Fund Budget, County Commission 13

Presenter: Sherrill Thomas

[Agenda Item Memo - 20-045 - Pdf](#)

5. Consider Authorization of Resolution regarding GASB 54 Fund Balance Commitments, County Commission 14 - 15

Presenter: Sherrill Thomas

[Agenda Item Memo - 20-041 - Pdf](#)

6. Consider Authorization of Service Agreement Renewal with ICS MedTech for Cybersecurity Monitoring and Services, Information Systems 16 - 19

Presenter: Rodney Smith

[Agenda Item Memo - 20-035 - Pdf](#)

7. Consider Authorization of Memorandum of Agreement (MOA) among the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery Public Schools for the Helping Montgomery Families Initiative (HMFII), District Attorney's Office 20 - 27

Presenter: Tim Anderson

[Agenda Item Memo - 20-040 - Pdf](#)

8. Consider Authorization of Amendment Number 1 to Contract with Foley Products Company regarding a One (1) Year Extension Beginning October 7, 2020 and Ending on October 6, 2021 and a 5% Price Increase for Concrete Pipe, Engineering Department 28 - 29

Presenter: George Speake

[Amendment No 1 for Concrete Pipe](#)

9. Consider Authorization of Commercial Crime - Employee Dishonesty Insurance Renewal with Liberty Mutual Surety Company, Secured through Assured Partners, Risk Management 30

Presenter: Holly Leverette

[Agenda Item Memo - 20-051 - Pdf](#)

10. Consider Authorization of Cyber Liability Insurance Renewal with Axis Insurance, Secured through Assured Partner, Risk Management 31

Presenter: Holly Leverette

[Agenda Item Memo - 20-052 - Pdf](#)

11. Consider Authorization of Excess Liability Insurance Renewal with States Self-Insurers Risk Retention Group, Secured through Assured Partners, Risk Management 32

Presenter: Holly Leverette

[Agenda Item Memo - 20-050 - Pdf](#)

12. Consider Authorization of Excess Workers Compensation Insurance Renewal through New York Marine & General Insurance, Secured through Insurance Solutions Group, Risk Management 33

Presenter: Holly Leverette

[Agenda Item Memo - 20-053 - Pdf](#)

13. Consider Authorization of HRA Plan and FSA Administrative Fees for the 2020-2021 Plan Year Through Alliance Insurance Group, Risk Management 34 - 37

Presenter: Holly Leverette

[Agenda Item Memo - 20-048 - Pdf](#)

14. Consider Authorization of Property Insurance Renewal with Affiliated FM Insurance Company, Secured through Assured Partners, Risk Management 38

Presenter: Holly Leverette

[Agenda Item Memo - 20-049 - Pdf](#)

- | | | |
|-----|--|---------|
| 15. | Consider Adoption of Resolution Declaring September 25, 2020 in Montgomery County as Disabled American Veterans Day, County Commission | 39 - 40 |
|-----|--|---------|

Presenter: Hannah Hawk

[Agenda Item Memo - 20-046 - Pdf](#)

- | | | |
|-----|--|----|
| 16. | Consider Authorization of 2021 Membership Dues in the Amount of \$175 to Leadership Alabama for Vice Chairman Ronda M. Walker, County Commission | 41 |
|-----|--|----|

[Leadership Alabama Dues for VC Walker](#)

- | | | |
|-----|--|---------|
| 17. | Consider Authorization to Ratify the Adoption and Approval of Montgomery Industrial Park Plat No. 4-A, County Commission | 42 - 43 |
|-----|--|---------|

[Agenda Item Memo - 20-037 - Pdf](#)

- | | | |
|-----|--|---------|
| 18. | Consider Authorization of Amendment Number 1 to Contract with Pro Movers and Storage regarding an Extension Beginning September 21, 2020 and Ending March 15, 2021 for Delivery of Election Equipment, Probate Judge's Office (Elections Center) | 44 - 45 |
|-----|--|---------|

[Amendment No. 1 Contract No. 51910-17B-017- Pro Movers, Memo](#)

[Amendment No. 1 to Contract 51910-17B-017 - Pro Movers](#)

- | | | |
|-----|--|---------|
| 19. | Consider Authorization of Amendment Number 1 to Contract with Bob Barker Company regarding a One (1) Year Extension Beginning October 21, 2020 and Ending on October 20, 2021 and a 5% Price Increase for Hygiene Products, Detention Facility | 46 - 47 |
|-----|--|---------|

[Amendment No 1 for Hygiene Products](#)

- | | | |
|-----|--|---------|
| 20. | Consider Authorization of Amendment Number 2 to Contract with Patriot Services Group regarding a One (1) Year Extension Beginning October 1, 2020 and Ending on September 30, 2021 and a 5% Price Increase for Inmate Security, Detention Facility | 48 - 49 |
|-----|--|---------|

[Amendment No 2 to Inmate Security](#)

GENERAL INFORMATION ITEMS

- | | | |
|-----|--|---------|
| 21. | Joint Public Charity Hospital Board Reappointments | 50 - 51 |
|-----|--|---------|

[Agenda Item Memo - 20-038 - Pdf](#)

- | | | |
|-----|--|----|
| 22. | Consider Authorization to Request Attorney General's Opinion on Distribution of One Cent Sales Tax to Start-Up Charter Schools | 52 |
|-----|--|----|

[Agenda Item Memo - 20-054 - Pdf](#)

RECESS TO FORMAL SESSION



Agenda Item Memo

Re: Renewal of Excess Health Insurance
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

I met with Mike Hicks and Brent Cherry of Alliance Insurance Group regarding our Excess Health Insurance Renewal with Optum. Alliance marketed this coverage to 14 additional carriers who declined to quote the coverage. The current carrier, Optum quoted the coverage with three options, two of which would require raising our aggregating deductible by either \$29,000 or \$36,000. We would also have an Experience Refund Option (ERO) again this year. As of today, Alliance is projecting the refund in the \$20,000 range.

This quote was received on September 1, 2020 and will only be valid through September 11, 2020 without additional underwriting.

FINANCIAL IMPACT:

A projected 15% increase was already included in the budget for 2021.

RECOMMENDATION:

I recommend that with the uncertainty of our health cost due to Covid-19 we renew with an 18% increase in premium and keep our deductibles where they are at \$275,000 with an aggregating deductible of \$20,950. This equates to an increase in premium of \$33,361.

ATTACHED:

[Excess Health Insurance](#)

UNIMERICA INSURANCE COMPANY

SUBSEQUENT POLICY PERIOD OFFER



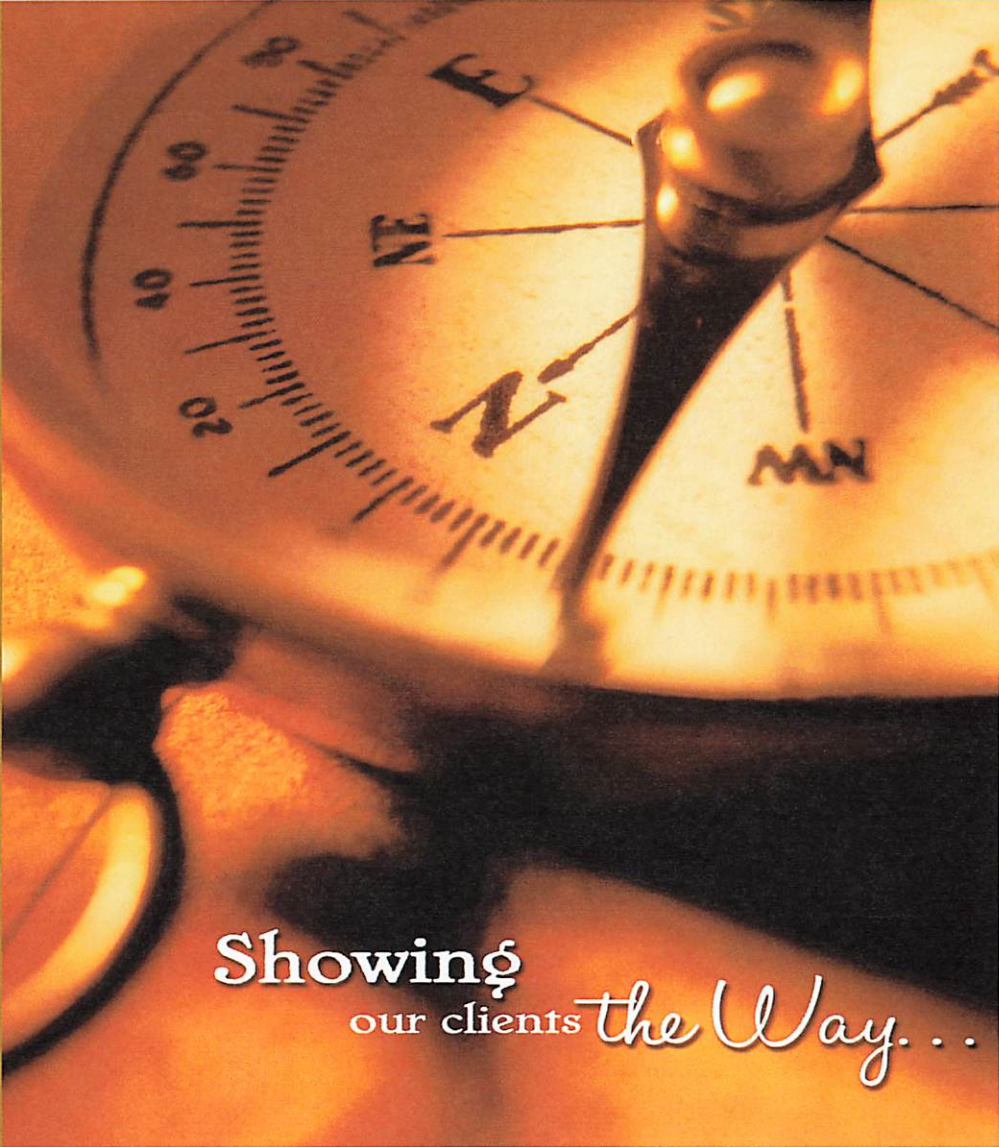
Employer: MONTGOMERY COUNTY COMMISSION
 Effective Date: OCTOBER 01, 2020
 Producer: JOHN DONALDSON
 Underwriter: NAOMI ZELLERS
 Sales Reps: DONALDSON HRH
 Date: 08/31/2020

SPECIFIC COVERAGE		Option 1	Option 2	Option 3
Specific Deductible Amount		\$275,000	\$275,000	\$275,000
Aggregating Specific Deductible		\$20,950.00	\$50,000.00	\$57,000.00
Specific Maximum		Unlimited	Unlimited	Unlimited
EMPLOYEE	698	\$9.40	\$8.26	\$7.86
FAMILY	459	\$22.71	\$19.95	\$18.99
Total Premium	1,157	\$203,821.08	\$179,070.36	\$170,432.28
Commission		0%	0%	0%
Benefits Covered		MED/RX	MED/RX	MED/RX
Specific Contract Basis		72/12	72/12	72/12

CONDITIONS AND ASSUMPTIONS

- ~ Experience Refund is included in the above specific rates.
 - ~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
 - ~ Current plan has been quoted.
 - ~ The Plan will have Network: BCBS Case Manager: BCBS TPA: BCBS OF AL
 - ~ RX DRUGS: BCBS
 - ~ Retirees ARE considered Covered Persons for benefits under the Excess Loss Policy.
 - ~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.
 - ~ Claims that exceed the Specific Deductible up to the stated Aggregating Specific Deductible are not eligible claims under Specific or Aggregate coverage.
 - ~ This offer includes, at no additional cost, the IRO Extended Liability Endorsement which provides a 12-month extension of coverage for any paid claim that is denied and subsequently overturned by an IRO upon appeal.
 - ~ The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void the offer and coverage.
 - ~ In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.
- Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 9/11/2020.**

Circle Coverages & Options Elected	Option 1	Signature:
Dated:		Title:



Showing
our clients *the Way...*



Alliance Insurance Group
Employee Benefit Consultants

www.AllianceInsGroup.com | 866.396.3967

**Medical Stoploss Renewal
for:**

Montgomery County Commission

By:
Alliance Insurance Group



Medical Stoploss



Effective Date: October 1st 2020

Contract Terms: 72/12

Laser Liability: None

Estimated Enrollment: 1157 Contracts

Maximum Specific Benefit: Unlimited

Specific Stoploss Coverage:	Expiring Optum	Renewal	Option 2	Option 3
Deductible:	\$275,000	\$275,000	\$275,000	\$275,000
Aggregating Deductible:	\$20,950	\$20,950	\$50,000	\$57,000
Experience Reward	Yes	Yes	Yes	Yes
Specific Rates:				
Single:	\$ 7.87	\$9.40	\$8.26	\$7.86
Family:	\$18.98	\$22.71	\$19.95	\$18.99
Specific Premium	\$170,460	\$203,821	\$179,070	\$170,432
Alliance Insurance Group Fee	\$15,000	15,000	\$15,000	\$15,000
Estimated Annual Premium:	\$185,460	\$218,821	\$194,070	\$185,432
% Change		18%	4.6%	0%

Optum Experience Reward Rider: As of 8/19/20 the estimated ERO refund for the 2019-20 plan year is approximately \$18,500. This is an estimate and could change based on claims experience.

E M P L O Y E E B E N E F I T C O N S U L T A N T S



Terms and Conditions



CONDITIONS AND ASSUMPTIONS

- ~ Experience Refund is included in the above specific rates.
 - ~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
 - ~ Current plan has been quoted.
 - ~ The Plan will have Network: BCBS Case Manager: BCBS TPA: BCBS OF AL ~RXDRUGS: BCBS
 - ~ Retirees ARE considered Covered Persons for benefits under the Excess Loss Policy.
 - ~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.
 - ~ Claims that exceed the Specific Deductible up to the stated Aggregating Specific Deductible are not eligible claims under Specific or Aggregate coverage.
 - ~ This offer includes, at no additional cost, the IRO Extended Liability Endorsement which provides a 12-month extension of coverage for any paid claim that is denied and subsequently overturned by an IRO upon appeal.
 - ~ The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void the offer and coverage.
 - ~ In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.
- Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 9/11/2020.***

E M P L O Y E E B E N E F I T C O N S U L T A N T S



Large Claims Analysis

October 2019-July 2020

Initials	Group Number	Division Code	Relationship	Age	Member Total	Diagnosis
GR	37913	042	Male Subscriber	64	\$163,094.61	Encounter for antineoplastic immunotherapy (Z5112)
JK	37913	022	Male Child	18	\$182,287.08	Chronic constrictive pericarditis (I311)
JB	37913	045	Female Child	21	\$201,462.68	Nausea with vomiting, unspecified (R112)
LW	37913	042	Male Subscriber	63	\$154,130.92	Atherosclerotic heart disease of native coronary artery without angina pectoris (I2510)
TJ	37913	027	Male Subscriber	61	\$171,718.80	Infection following a procedure, other surgical site, initial encounter (T8149XA)
MB	37913	015	Female Spouse	68	\$173,461.93	Unspecified B-cell lymphoma, intrathoracic lymph nodes (C8512)
WH	37913	041	Male Subscriber	82	\$190,292.34	Multiple myeloma not having achieved remission (C9000)

E M P L O Y E E B E N E F I T C O N S U L T A N T S



Market Analysis



AccuRisk Solutions, LLC
American Fidelity Assurance Co
Anthem Stop Loss
Berkley Accident and Health Evolution Risk Partners, LLC
HM Insurance Group
Intermediary Insurance Services, Inc.
PACE Underwriters, LLC
QBE North America
Swiss Re
Symetra
TMS Re, Inc.
Tokio Marine HCC
Vista Underwriting Partners, LLC
Voya Financial
UTIC (BCBS)

All markets declined due to existing premium being too low to their manual or the ratio of active to retirees on the census triggered a hard DTQ.

E M P L O Y E E B E N E F I T C O N S U L T A N T S



Agenda Item Memo

Re: Public Comment Regarding Proposed 2019-2020 Budget and Construction Program Fund Budget

Date: County Commission - Information Session - Sep 08 2020

To: Montgomery County Commission

From: Sherrill Thomas, Finance Director

BACKGROUND INFORMATION:

Public Comments can be made during the September 21, 2020 Regular Meeting of the County Commission



Agenda Item Memo

Re: Proposed 2020 - 2021 Operating Budget
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Sherrill Thomas, Finance Director

BACKGROUND INFORMATION:

The Proposed 2020 -2021 Operating Budget will be presented during the Formal Session on September 8, 2020



Agenda Item Memo

Re: Proposed 2020 - 2021 Construction Programs Fund Budget
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Sherrill Thomas, Finance Director

BACKGROUND INFORMATION:

The Proposed 2020 -2021 Construction Programs Fund Budget will be presented during the Formal Session on September 8, 2020



Agenda Item Memo

Re: GASB 54
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Sherrill Thomas, Finance Director

BACKGROUND INFORMATION:

The Governmental Accounting Standards Board (GASB) adopted a new standard (GASB 54) for governmental fund balance reporting that was effective in 2011. This standard requires that the County Commission annually approve a resolution committing applicable fund balances.

Attached is a resolution for County Commission approval to comply with the GASB 54 requirements for fiscal year 2020.

ATTACHED:

[2020 Commitments GASB 54 - Montgomery County Commitments Resolution](#)

GASB 54

Fund Balance Commitments

Resolution

WHEREAS, the Montgomery County Commission is the elected representative of the citizens of Montgomery County, responsible for maintaining the financial records of the County in accordance with Governmental Accounting Standards; and

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years beginning after June 15, 2010, and

WHEREAS, the Montgomery County Commission desires to commit certain fund balance reserves in compliance with GASB 54 requirements, and to apply such requirements to its financial statements ending September 30, 2020; and

NOW BE IT RESOLVED that Montgomery County Commission commits the following portions of its September 30, 2020, Fund Balances, as follows:

GENERAL FUND:

- \$500,000 committed for F35 Entry Control Point Gate Project
- DHR Rent is committed for DHR Building expenses.
- Workers Compensation Self Insured Account is committed to Workers Compensation Expense and Claims
- Employee Health Insurance Trust Account is committed for Employee/Retiree Health Insurance Plan Costs
- Retiree Life Insurance Account is committed for Retiree Death benefits
- Liability Account is committed for Liability Insurance, claims and related legal expense

DONE THIS THE _____ **day of** _____ **2020.**



Agenda Item Memo

Re: Service Agreement Renewal with ICS MedTech
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Rodney Smith, Interim Director of Information Systems

BACKGROUND INFORMATION:

In October 2017, ICS MedTech was hired to provide cybersecurity services and network monitoring for the County after the ransomware attack in September 2017. Please see attached PDF document that contains the previous contract that was approved in October 2017 for reference. The renewal contains the new three-year service agreement with ICS MedTech starting in October 2020.

FINANCIAL IMPACT:

There is no increase in the cost of the services provided by ICS MedTech. This request is already in the Information Systems budget for 2021.

RECOMMENDATION:

I would like to request that the County renew this valuable service with ICS MedTech for another three years.

ATTACHED:

[ICSMedtech CyberSecurityServicesContract 2020](#)

[FullyExecutedICSMedtechCyberSecurityServicesContract2017](#)

Customer Information

Legal Name: Montgomery County Commission Contact Name: Rodney Smith
 Business Address: 100 S Lawrence St City: Montgomery State: Al Zip: 36104
 Telephone: 334-832-1305 E-mail: RODNEYSMITH@mc-ala.org

Service Order

☒ Inside | Out Breach Monitoring and Alerting:

- ☒ 3 Year - Monthly Price \$ 3,000.00
☐ 1 Year - Monthly Price + Install \$ _____

☒ Multiple Locations Num:

Per Site Monthly \$ _____

☒ INSIDE | OUT Enforcer:

☒ Multiple Locations Num:

☒ Security Assessment and Management:

- ☒ Audit Consulting Hours Included \$ _____
☐ Audit Consulting Hours Excluded \$ _____

☐ Multiple Locations Num: _____

Per Site Monthly \$ _____

Quote Number: MCC081720

Total Monthly Price \$ 3000.00

Terms and Conditions

Customer Requirements - The Cyber Security Audit Readiness services provided by ICS Medtech meet the current requirements of OCR, Centers for Medicare & Medicaid Services (CMR), and the Office of Health and Human Services. Technology scanning and analysis is a requirement to meet stated compliance standards. ICS Medtech requires sufficient physical access to perform the standard compliance scan process. Completion of the online surveys is required within 60 days of the contract date below.

Payment Schedule - The monthly charge will begin within 30 days from installation. If all data collection and customer surveys are completed as scheduled the Cyber Security Assessment process will complete within 60 days. Contract will be automatically extended at term end unless otherwise stated in writing.

Contract Termination - Montgomery County Commission "Customer" may terminate this Agreement effective upon delivery of written notice to ICS Medtech "Service Provider" on the occurrence of any non-performance of the "INSIDE|OUT Services" listed in quote MCC081720 from ICS Medtech.

Request for Electronic Documentation - ICS Medtech will maintain all documentation and analysis in the managed cloud storage service and will provide the complete documentation available to any CMS or other regulatory approved audit agency inquiry with the written approval by the customer.

Representation - ICS Medtech makes no representation that compliance services will stop all breaches or that there will be no findings by OCR or other audit investigators in the event of an audit. The analysis is based on the accuracy and completeness of all information provided by the client and the regulations published at the time of the service. ICS Medtech will cooperate with all audit agencies approved by OCR and provide all available documentation and analysis as requested.

Client

Sign: _____
 Name: _____
 Title: _____
 Date: _____

ICS Medtech LLC.

Sign: _____
 Name: _____
 Title: _____
 Date: _____

Customer Information

Legal Name: Montgomery County Commission Contact Name: Lou Ialacci
 Business Address: 100 S Lawrence St City: Montgomery State: Al Zip: 36104
 Telephone: 334-832-1305 E-mail: louialacci@mc-ala.org

Service Order

☒ Inside | Out Breach Monitoring and Alerting:

- ☒ 3 Year - Monthly Price \$ 3,000.00
☐ 1 Year - Monthly Price + Install \$ _____

☒ Multiple Locations Num: _____
 Per Site Monthly \$ _____

☒ INSIDE | OUT Enforcer:

☒ Multiple Locations Num: _____

☒ Security Assessment and Management:

- ☒ Audit Consulting Hours Included \$ _____
☐ Audit Consulting Hours Excluded \$ _____

☐ Multiple Locations Num: _____
 Per Site Monthly \$ _____

Quote Number: MCC92717

Total Monthly Price \$3000.00

Terms and Conditions

Customer Requirements - The Cyber Security Audit Readiness services provided by ICS Medtech meet the current requirements of OCR, Centers for Medicare & Medicaid Services (CMR), and the Office of Health and Human Services. Technology scanning and analysis is a requirement to meet stated compliance standards. ICS Medtech requires sufficient physical access to perform the standard compliance scan process. Completion of the online surveys is required within 60 days of the contract date below.

Payment Schedule - The monthly charge will begin within 30 days from installation. If all data collection and customer surveys are completed as scheduled the Cyber Security Assessment process will complete within 60 days. Cyber Security Insurance will be quoted separately by ICS Medtech and delivered by third party agents.

Request for Electronic Documentation - ICS Medtech will maintain all documentation and analysis in the managed cloud storage service and will provide the complete documentation available to any CMS or other regulatory approved audit agency inquiry with the written approval by the customer.

Representation - ICS Medtech makes no representation that compliance services will stop all breaches or that there will be no findings by OCR or other audit investigators in the event of an audit. The analysis is based on the accuracy and completeness of all information provided by the client and the regulations published at the time of the service. ICS Medtech will cooperate with all audit agencies approved by OCR and provide all available documentation and analysis as requested.

Client
 Sign: Elton N. Dean, Sr.
 Name: Elton N. Dean, Sr.
 Title: Chairman
 Date: 10/6/2017

ICS Medtech LLC.
 Sign: Chad Larramy Sizemore
 Name: Chad Sizemore
 Title: Managing Partner
 Date: 9/29/2017

Addendum 1

Contract Termination - Montgomery County Commission "Customer" may terminate this Agreement effective upon delivery of written notice to ICS Medtech "Service Provider" on the occurrence of any non-performance of the "INSIDE|OUT Services" listed in Quote MCC92717 from ICS Medtech.

**SIGN
HERE**



Client

Sign:

Elton N. Dean, Sr.

Name:

Elton N. Dean, Sr.

Title:

Chairman

Date

10/6/2017

ICS Medtech LLC.

Sign:

Chad Larry Sizemore

Name:

Chad Sizemore

Title:

Managing Partner

Date:

9/29/2017



Agenda Item Memo

Re: Memorandum of Agreement regarding the Helping Montgomery Families Initiative (HMFI)
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Tim Anderson, HMFI Director

BACKGROUND INFORMATION:

Annual MOU concerning HMFI

FINANCIAL IMPACT:

\$100,000 provided for HMFI by the Montgomery County Commission

RECOMMENDATION:

Request approval of memorandum of agreement and funding authorization

ATTACHED:

[MEMORANDUM OF AGREEMENT 2020](#)

MEMORANDUM OF AGREEMENT

Among

MONTGOMERY COUNTY PUBLIC SCHOOLS

CITY OF MONTGOMERY

MONTGOMERY COUNTY COMMISSION

MONTGOMERY COUNTY DISTRICT ATTORNEY

PURPOSE

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

TERMS

This Agreement shall be for one year commencing October 1, 2020 and ending September 30, 2021. This Agreement may be terminated by either party providing thirty (30) days written notice or at any time by mutual written consent of all parties.

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

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

ROLES AND RESPONSIBILITIES

The Helping Montgomery Families Initiative (HMFI) serves youth enrolled in school identified in the Alabama Mandatory Attendance law as being required to attend school. HMFI is designed to be a short-term intervention/prevention program that focuses on early identification and intervention with youth exhibiting behavior concerns in a learning environment or are at risk of being truant. HMFI utilizes a comprehensive assessment process, multidisciplinary approach and team to identify the underlying needs of a student which may hinder their ability to behave appropriately in a learning environment or attend school regularly. The assessment process is holistic and includes the student and family. To this end, HMFI will utilize attendance reports sent by MPS to send attendance alert letters; additionally, HMFI will use suspension reports sent by MPS to identify suspended students for disciplinary infractions. An initial letter of concern/warning will be sent to the parent(s)/guardian(s) at the 1st out of school suspension. An assessment letter will be sent for a subsequent suspension for disciplinary infraction. Identified infractions are codes B, C and D per the MPS Student Conduct Manual. HMFI will also assist MPS families that contact the program directly for assistance and those who are referred by MPS. HMFI staff will schedule and make home visits to complete assessments with families that can be contacted. The North Carolina Assessment Scale-G, a nationally recognized instrument will be utilized to complete an assessment. The assessment and other information gathered will result in an Individualized Intervention Plan (IIP) which prescribes specific services that may address the needs of the student and family.

HMFI and MPS will work collaboratively on data reports through CSV files by assigning designated data fields to include demographic, disciplinary/attendance information, and contact info.

The overall goal is to improve the behavior that prevents a student from behaving inappropriately in a learning environment or attending school regularly as required by the Code of Alabama Section 16-28-12. Thereby, to this end the following steps will occur with the focus of keeping youth in school and out of the justice system.

Description of MPS Student Conduct Manual Offenses:

Class B: Code 8: Criminal Mischief/Pranks/Vandalism; Code 9: Defiance, Disrespect and Opposition to Authority Code 10: Disobedience/ Persistent/ Willful Code 19- Gambling, Code 20: Bullying; Code 20.1 Harassment, Code 30(A): Sexual Offense; Code 30.1 Obscenity; Code 30.2 Sexual Misconduct, Code: 31 Threats/Intimidation; Code 31(1) Includes toward a school employee; Code 31.2 Include gang affiliation; Code 35: Trespassing.

Class C: Code 11: Disorderly Conduct/Disruption of School; Code 12: Disruptive Demonstration Involving Five or More Students or Code 22: Incite Others to Create a Disruption of School; Code 17: Fighting Among Students; Code 29: Sexual Harassment; Code 49: Replica of a Weapon; Code 4- Arson, Code 18 False Fire Alarm.

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

DA agrees to:

General:

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

Anti-bullying Program

- The DA will send the text reporting incidents of alleged bullying to HMFI upon receipt
- HMFI will attempt to contact the reporter that sent the text to ascertain information needed related to the specific incidents; Contact information for the parent(s)/guardian(s) if not the reporter; Name(s) of the person(s) that is alleged to be involved in the bullying
- Advise the parent(s)/guardians(s) on how to report bullying in accordance with MPS policies.
- Assist the parent/guardian in completing the MPS Bullying complaint form and forward it to MPS Student Social Services office or advise the parent to complete the MPS Bullying complaint form and deliver it to the school Principal or Principal Designee
- Provide information to parent(s)/guardian(s) regarding community/school-based resources
- Send the written bullying reporting form by the next business day to MPS for investigation and to assess when safety plans are needed
- Parents/Guardians will be advised to contact law enforcement and file reports when needed
- The DA's Office will immediately notify the school administrator when a threat of suicide or homicide is presented during the bullying interview.

Suspension

- Review all B, C and D violations to identify students who may warrant an initial letter of concern/warning sent to the guardian(s)/parent(s) or an assessment letter for a second disciplinary infraction
- Send initial letters of concern/warning weekly to parent(s)/guardian(s) of students identified as being suspended after receiving their 1st-disciplinary infraction
- Monitor students' behavior weekly through suspension reports to identify students suspended for a 2nd subsequent suspension for a disciplinary infraction
- Request profiles from MPS STI-INOW System to review description of infractions and contact information for parent(s)/guardian(s) who contact HMFI directly for assistance
- Send assessment letters to parent(s)/guardian(s) of students suspended for a 2nd disciplinary Infraction
- Generate letters and attempt to make telephone contact with guardians/parents of youth to schedule assessments

- Conduct home visits with families to complete comprehensive assessments utilizing the North Carolina Family Assessment Scale-G version (NCFAS-G) a nationally recognized evidence- based instrument
- Request profiles for MPS student siblings as part of the assessment.
- Conduct school visit to gather information needed for the target child of an assessment
- Present family assessments to the Multi-Disciplinary Team (MDT) for interagency information sharing, accessing services and the development of an Individualized Intervention Plan (IIP) for each new case to include siblings attending MPS public schools and to link parents/guardians to services that may address their specific needs
- Develop and send IIPs weekly for all new cases to parent(s)/guardian(s), the IIP will include recommended services, provider names and contact information
- Referrals will be made during MDT for students and their families to services within the community and MPS
- HMFI staff will monitor the students and guardians/parent's compliance with services through a minimum of bi-weekly contact with the guardians/parents and provider agencies
- Attendance and behavior of students in open cases will be monitored through contact with the guardian(s)/parent(s), MPS attendance/suspension reports and contact with school personnel.
- HMFI staff will complete a Post NCFAS-G with families of students when significant progress has been made (i.e. improved behavior, reduction in out of school suspensions, improved attendance)
- Seek assistance from MPS to contact non-compliant families as needed.
- Prepare summaries of efforts for court involved cases as needed

Truancy:

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

MPS agrees to:

General

- Support and fund HMFI in an amount of \$100,000
- Pay postage costs/mail all letters to MPS guardians/parents
- Send attendance and suspension reports weekly through CSV files.
- Send complete profiles to include the following information (i.e. demographic, guardian/parent contact, attendance, disciplinary infractions, special education code, and grades).
- Designate representatives to serve on HMFI's Multi-Disciplinary Team (MDT) from MPS.
- Monitor discipline issues and suspension rates

Bullying Program

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

Truancy

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

THE CITY AGREES TO:

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

THE COUNTY AGREES TO:

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

Outcomes

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

Reporting

The HMFI Executive Director will provide to the Associate Superintendent Student Services an end of the semester report in (January & June) which will include the following information:

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

- Number of cases closed – categorized by reason of closure: completion, non-compliance, or falls under another jurisdiction
- Number of Direct Referrals (School-based and/or Parent referrals)
- Number of Denied Referrals with associated reasons

HMFI will provide weekly updates in response to the MPS weekly suspension report identifying students who are accepted into the assessment process.

GENERAL

Confidentiality

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

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

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

Compliance with Applicable Laws

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

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

- a. The services of the HMFI are retained on an independent contractor basis.
- b. MPS asserts no control or reserved right of control over the activities of the HMFI or the officers, directors, employees, agents, or subcontractors of The DA.
- c. All officers, directors, employees, agents, and subcontractors of HMFI are selected, employed and terminated exclusively by the DA, shall not be Agents or employees of MPS and shall not make a claim for any benefit that is
 Is
 Conferred upon an employee of MPS including, but not limited to, status under the Students First Act

- d. Neither party is authorized to act as an agent for, or legal representative of, the other party and
- e. Neither party shall have the authorized to assume or create any obligation on behalf of, or in the name of, or binding upon, the other party

Criminal Background Check

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

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

MONTGOMERY COUNTY DISTRICT ATTORNEY

BY: _____ Date: _____

DARYL D. BAILEY

District Attorney

100 S. Lawrence Street, Montgomery, Al 36104

MONTGOMERY PUBLIC SCHOOLS

BY: _____ Date: _____

ANN R. MOORE

Superintendent

307 S. Decatur Street, Montgomery, Al 36104

CITY OF MONTGOMERY

BY: _____ Date: _____

STEVEN REED

Mayor

103 N. Perry Street, Montgomery, Al 36104

MONTGOMERY COUNTY COMMISSION

By: _____ Date: _____

ELTON N. DEAN, SR.

Chairperson

101 S. Lawrence Street, Montgomery, Al 36104

MEMORANDUM

TO: Florence Cauthen, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: August 14, 2020

RE: Contract No. 53000-19B-027
Concrete Pipe

I request that the attached Amendment No. 1 to Foley Products Company contract to furnish concrete pipe, Class III and Class IV 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.

Foley Products Company 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 contact 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-027

Amendment No. 1

Contract with Foley Products Company for concrete pipe, Class III and Class IV for Engineering, is hereby extended for one (1) year, beginning October 7, 2020 and ending October 6, 2021.

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

All other provisions of the contract remain the same.

WITNESS:

FOLEY PRODUCTS COMPANY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Commercial Crime - Employee Dishonesty Insurance Renewal
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

Applications have been submitted to the underwriters for renewal quote for Commercial Crime - Employee Dishonesty Insurance Renewal with Liberty Mutual Surety Company, secured through Assured Partners. Due to Covid-19 delays we have not received indications on premium amounts for the October 1, 2020 renewals to date. There have been no changes in risk to warrant any anticipated rate increase other than standard market condition increases.

RECOMMENDATION:

I am requesting authorization for this renewal be placed on the next agenda for approval. Any renewal premiums received will be included in the next informational packet.



Agenda Item Memo

Re: Cyber Liability Insurance Renewal
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

Applications have been submitted to the underwriters for renewal quote Cyber Liability Insurance renewal with Axis Insurance, secured through Assured Partners. Due to Covid-19 delays we have not received indications on premium amounts for the October 1, 2020 renewals to date. There have been no changes in risk to warrant any anticipated rate increase other than standard market condition increases.

RECOMMENDATION:

I am requesting authorization for this renewal be placed on the next agenda for approval. Any renewal premiums received will be included in the next informational packet.



Agenda Item Memo

Re: Excess Liability Insurance Renewal
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

Applications have been submitted to the underwriters for renewal quote for Excess Liability Insurance Renewal with States Self-Insurers Risk Retention Group, Secured through Assured Partners. Due to Covid-19 delays we have not received indications on premium amounts for the October 1, 2020 renewals to date. There have been no changes in risk to warrant any anticipated rate increase other than standard market condition increases.

RECOMMENDATION:

I am requesting authorization for this renewal be placed on the next agenda for approval. Any renewal premiums received will be included in the next informational packet.



Agenda Item Memo

Re: Excess Worker's Compensation Insurance Renewal
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

Applications have been submitted to the underwriters for evaluation. To date no indications on premium amounts for the October 1, 2020 renewals have been received. There have been no changes in risk to warrant any anticipated rate increase other than standard market conditions. To date additional 3 carriers the application was submitted to have declined to quote the coverage other than the renewing carrier.

RECOMMENDATION:

I am requesting authorization for the Excess Worker's Compensation insurance renewal be placed on the next agenda for approval. Any renewal premiums received will be included in the next informational packet.



Agenda Item Memo

Re: HRA Plan and FSA Administrative Fees
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

There are no changes to the plan or rate increases in administrative fees for the 2020-2021 plan year. The current administrative fees are \$4.50 per participant with a monthly minimum administrative fee of \$200.

RECOMMENDATION:

I am requesting authorization for the HRA plan and FSA administrative fees be placed on the next agenda for approval.

ATTACHED:

[HRA Plan and FSA Administrative Fees](#)



Alliance Insurance Group
Employee Benefit Consultants

Montgomery County Commission Flexible Spending Account Renewal Checklist

New Plan Year Dates: **January 1, 2021 – December 31, 2021**

- ☐ Do you offer the 2 ½ month grace period? No
- ☐ Do you allow the provision to "Carryover" a maximum of \$550 from the prior plan year to the new plan year? Yes
- ☐ What is the number of days after the plan year ends do you allow a participant to file outstanding claims? 30 days
- ☐ How long do you allow your employees to file a claim if they terminate? 30 days
- ☐ What is your FSA **MINIMUM** annual election? \$100.00
- ☐ What is your FSA **MAXIMUM** annual election? (2020 IRS Annual Maximum=\$2,750.00) \$2,750.00
- ☐ Dependent Care **MAXIMUM** annual election: \$5,000.00

What is your Pay Cycle Schedule/Date of First Plan Year Deduction?

- ☐ Weekly _____
 ☐ Bi-Weekly (24) X
☐ Bi-Weekly (26) _____
☐ Semi-Monthly (24) _____
 ☐ Monthly _____
 ☐ Other _____

Date first paycheck is received by employee: 12/31/2020

Please provide your payroll schedule / date of deduction for each pay cycle you may have. If you have multiple payroll schedules, please provide an employee census with the designated payroll cycle that applies.

How will you be submitting your data? ☒ Excel ☐ Paper Enrollment

When can we expect to have your enrollment data for data entry? You all have access through Navigator.

Do you need enrollment materials? (If so, please indicate how many you would like to receive)

____ Brochures ____ Enrollment Forms ____ Claim Forms / ____ Hard Copy or ____ Email Format

Do you have a benefits fair/open enrollment meeting scheduled? ____ Yes ____ No

If so, when: Meetings in Sept. Open Enrollment Oct.

Current Administration Fees:	Renewal Administration Fees:
Monthly Per Participant: <u>\$4.50</u>	Monthly Per Participant: <u>\$4.50</u>
Monthly Minimum Admin Fee: <u>\$200.00</u>	Monthly Minimum Admin Fee: <u>\$200.00</u>

☐ Not Renewing*

*Please provide an explanation on company letterhead if you are not renewing the plan. Please indicate an explanation for non-renewal and the final termination date for the plan with processing end dates.

Please sign and return this form

Signature

Date

Print Name

Title

ALLIANCE INSURANCE GROUP, LLC
 6730 Taylor Court
 Montgomery, AL 36117
 Toll Free 866-396-3967
 Fax (334) 396-7767
www.allianceinsgroup.com

Montgomery County Commission

HRA PLAN

What is an HRA?

A Health Reimbursement Arrangement (HRA) allows your employer to set aside money to help you pay for out-of-pocket healthcare expenses. You do not make any contributions to a HRA and you don't pay taxes on the HRA money you receive.

What services are covered with my employer's plan design?

- Major Medical Expenses
- Medical Plan Deductible
- Mental Health & Substance Abuse
- Dental Expenses
- Vision Expenses
- Physician Co-payments
- Chiropractic Services
- Ambulance Services
- Out-Patient Surgeries
- Out-Patient Diagnostic Test
- In-Patient Co-insurance
- Emergency Room Care
- Prescription Co-payments
- Charges above "Reasonable & Customary"
- FSA Eligible Expenses

Request for Reimbursement

If you do not use the provided HRA card, you must file for reimbursement with the Claim Statements/Explanation of Benefits (EoB) from your health insurance carrier or the itemized receipt. Reimbursements will be made directly to the employee by direct deposit only. (No payments are made to third parties.) You must submit **ALL** pages of the Claim Statement/Explanation of Benefit (EoB)/Receipt with the HRA Claim Form in order to be considered for processing. A HRA Claim Form and Direct Deposit Form can be found at www.allianceinsgroup.com. A request for reimbursement can also be uploaded through your HRA online access.

HRA PLAN CALENDAR YEAR MAXIMUM

Your employer has indicated the calendar year contribution maximum amount of HRA benefit provided will be as follows:

Single Coverage: **\$750.00***

Family Coverage: **\$1,500.00***

*Your plan does include a Rollover feature which allows any unused funds to carryover to the next plan year up to the maximum contributed allowed amount.



Alliance Insurance Group
Employee Benefit Consultants

Health Reimbursement Account Renewal Checklist

Client Name: **Montgomery County Commission**

Renewal Plan Year Dates: **January 1, 2021 – December 31, 2021**

Thank you for giving us the opportunity to provide this beneficial benefit to your employees. It is time for renewal on the current plan. Please indicate if the plan will be renewed and any changes that you would like to make, if applicable.

**Please provide an enrollment census to include Employee name, address, social and type of medical coverage (single or family)*

☒ Renew the plan with the current plan design
Single: \$750.00 Family: \$1,500.00

*see attached HRA Overview

-Current Health Insurance Carrier: Blue Cross Blue Shield of Alabama

-100% of unused funds will carry-over to the new plan year up to the plan maximum

☐ Renew the plan with the following changes:

☐ Not Renewing

Reason:

Please sign and return this form

Signature

Printed Name

Date



Agenda Item Memo

Re: Property Insurance Renewal
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

I met with Junie Pierce of Assured Partners regarding our property insurance renewal with Affiliated FM. The underwriters have provided an indication of a .07 average account rate (current rate - .061) which equates to about a 15% overall property premium increase for 2020-2021 (total annual premium \$164,078). An additional cause of the rate increase is a substantial increase in the value of Annex II by approximately \$3.2M. As a contingency to them renewing the policy effective 10/1/2020 our deductible for property insurance will have to go from \$10,000 to \$25,000. Most insurance companies writing municipal/public entities require a \$50,000 deductible.

RECOMMENDATION:

I am requesting authorization for this renewal be placed on the next agenda for approval.



Agenda Item Memo

Re: Request to declare Friday, September 25, 2020 in Montgomery County as Disabled American Veterans Day

Date: County Commission - Information Session - Sep 08 2020

To: Montgomery County Commission

From: Hannah Hawk, Manager of Public Affairs

BACKGROUND INFORMATION:

DAV (Disabled American Veterans) is a nonprofit veteran's service organization composed of more than 1 million wartime service-disabled veterans that is dedicated to a single purpose: empowering veterans to lead high-quality lives with respect and dignity.

On September 25, 2020, DAV will celebrate 100 years of service to the nation's service-disabled veterans, their families and survivors. In honor of this occasion, I am asking the Montgomery County Commission to pass a resolution declaring September 25, 2020, as Disabled American Veterans Day.

RECOMMENDATION:

Pass Resolution declaring September 25, 2020 in Montgomery County as Disabled American Veterans Day.

ATTACHED:

[Resolution declaring Sep 25 20 as DAV Day](#)

Resolution

WHEREAS, Disabled American Veterans (DAV) was founded by World War I veterans on September 25, 1920, and was chartered by an Act of Congress on June 17, 1932; and

WHEREAS, in 2020, DAV celebrates 100 years of serving veterans of the Armed Forces, their families and survivors, and communities; and

WHEREAS, DAV is dedicated to a single purpose: empowering veterans to lead high-quality lives with respect and dignity; and

WHEREAS, DAV accomplishes this by ensuring veterans and their families have access to the full range of benefits available to them, by fighting for the interests of America's injured heroes, and by educating the public about the needs of veterans transitioning back to civilian life; and

WHEREAS, DAV provides free, professional assistance to veterans and their families in obtaining benefits and services provided by the United States Department of Veterans Affairs and other agencies; and

WHEREAS, DAV also provides outreach concerning its programs and services to the American people generally, and to disabled veterans and their families specifically; and

WHEREAS, DAV represents the interests of disabled veterans, their families, their widowed spouses and their orphans before the federal government, as well as state and local governments; and

WHEREAS, DAV has fought tirelessly for equal access to critical VA caregiver benefits and services for several disabled veterans of all generations, resulting in legislation to expand eligibility to those injured prior to September 11, 2001, as part of the VA MISSION Act; and

WHEREAS, DAV co-presents the National Disabled Veterans Winter Sports Clinic and National Disabled Veterans TEE Tournament; has organized the nationwide DAV Transportation Network to provide free transportation for veterans to VA medical appointments; operates an active Charitable Service Trust funding the needs of local providers assisting at-risk local veterans; has built an active volunteer corps offering thousands of hours of service to our veterans and communities; offers veterans, transitioning military members and spouses access to employers through its nationwide job fair program; provides emergency assistance to veterans in need through the DAV Disaster Relief Program; and operates the Jesse Brown Memorial Youth Scholarship program to contribute to the lives of young Americans; and

WHEREAS, Chapter 12, J. Paul Pitts of the DAV Department of Alabama demonstrates unending commitment to ill and injured veterans of all generations and conflicts; and

WHEREAS, Montgomery County is proud to honor the members of the Disabled American Veterans.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim Friday, September 25, 2020 in Montgomery County, Alabama as

Disabled American Veterans Day.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 21st day of September, 2020.



August 26, 2020

Valued Member, Leadership Alabama

2020 – 2021 MEMBERSHIP DUES AND CONTRIBUTION

<i>Annual Membership Dues</i>	<u><i>\$175</i></u>
<i>Annual Membership Dues</i> + Matching \$175 Gift	<u><i>\$350</i></u>
<i>Annual Membership Dues</i> + Gift	\$ _____
Gold Circle Donor (<i>Annual Membership Dues</i> + \$325 Gift)	<u><i>\$500</i></u>

Your membership dues and any contribution you make are tax deductible. You may mail your check to Leadership Alabama or you may pay online. Visit www.leadershipal.org and hover over the “Members” tab on the top right side of the page. Scroll down to click “Pay Online.”

Thank you for supporting Leadership Alabama!

Leadership Alabama
P.O. Box 131394
Birmingham, AL 35213

Did your email address change? Please let us know!

New Email Address

Leadership Alabama is a 501(c)(3) organization, Tax ID #63-1007967. In accordance with the Internal Revenue Code requirements for substantiation of charitable contributions, we certify that Leadership Alabama, Inc. provided no goods or services in exchange for this contribution.



Agenda Item Memo

Re: Plat and Map of the Montgomery Industrial Park Plat No. 4-A
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

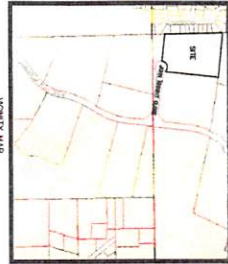
Montgomery Industrial Plat No. 4 was replatted to include previously unplatted property for the expansion of an existing structure owned by Industrial Partners, LLC.

RECOMMENDATION:

Consider authorization to ratify the adoption and approval of Montgomery Industrial Park Plat No. 4-A.

ATTACHED:

[9-8-20 Ratify MIP Map & Plat](#)



COUNTY JUDICIAL MAP NO. 10-2004

MONTGOMERY COUNTY COMMISSION (PLPY 2161, PG 485)

MONTGOMERY COUNTY COMMISSION (PLPY 2161, PG 485)

LOT 4-A
21.622 ACRES ±
941,860 SQ. FT. ±

LOT 4, MONTGOMERY INDUSTRIAL PARK
INDUSTRIAL PARTNERS, LLC
PLPY 3289, PG 243

LOT 14
MONTGOMERY INDUSTRIAL PARK
PLPY 52, PG 156

Industrial Park Boulevard (60' ROW)

John Knight Close (60' ROW)

MONTGOMERY COUNTY COMMISSION (PLPY 2161, PG 485)

NOTES:
1. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
2. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
3. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
4. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
5. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
6. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
7. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
8. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
9. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.
10. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the County Commission, the City of Montgomery, and the State of Alabama.

MONTGOMERY INDUSTRIAL PARK LOT NO. 4-A

Goodwyn, Mills & Crawford, Inc.
Engineers - Architects - Planners - Surveyors

Table with 2 columns: Description, Amount. Rows include Survey, Plat, and other fees.

NOTES: ALL PROPERTY OWNERS ARE REQUIRED TO PAY THE FOLLOWING FEES TO THE COUNTY OF MONTGOMERY, ALABAMA, FOR THE PLAT OF THIS INDUSTRIAL PARK LOT NO. 4-A.

STATE OF ALABAMA
MONTGOMERY COUNTY
The undersigned, Industrial Partners, LLC, as Alabama limited liability company, owner of Lot 4 of the property...

Industrial Partners, LLC
By: [Signature]
Manager

STATE OF ALABAMA
MONTGOMERY COUNTY
The undersigned, Montgomery County Commission, as Alabama political subdivision, owner of the property...

STATE OF ALABAMA
MONTGOMERY COUNTY
By: [Signature]
Montgomery County Commission

STATE OF ALABAMA
MONTGOMERY COUNTY
The undersigned, John Knight Close, as Alabama limited liability company, owner of Lot 4 of the property...

STATE OF ALABAMA
MONTGOMERY COUNTY
The undersigned, John Knight Close, as Alabama limited liability company, owner of Lot 4 of the property...

MEMORANDUM

To: Florence M. Cauthen, County Administrator

From: Khristie Davis, Buyer

Date: September 3, 2020

RE: Contract No. 51910-17B-017
Delivery of Election Equipment

I request that the attached Amendment No. 1 to Pro Movers and Storage for the delivery of election equipment be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended beginning September 21, 2020 and ending March 15, 2021.

All other provisions will remain the same.

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

Amendment
To
Contract # 51910-17B-017

Amendment No. 1

Contract with Pro Movers and Storage to deliver election equipment, is hereby extended beginning September 21, 2020 and ending March 15, 2021.

There will be no price increase during this period.

All other provisions of the contract will remain the same.

WITNESS:

PRO MOVERS AND STORAGE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Florence Cauthen, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: August 21, 2020

RE: Contract No. 52110-19B-028
Hygiene Products

I request that the attached Amendment No. 1 to Bob Barker Company contract to furnish hygiene 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 21, 2020 and ending on October 20, 2021.

Bob Barker Company 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 Derrick Cunningham, Sheriff and Brandi Alexander, Juvenile Detention Director.

Attachment

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

**Amendment
To
Contract # 52110-19B-028**

Amendment No. 1

Contract with Bob Barker Company for hygiene products, 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:

BOB BARKER COMPANY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Florence Cauthen, County Administrator

FROM: Tammy Turner. Buyer II ~~TT~~

DATE: August 14, 2020

RE: Contract No. 52200-18B-028
Inmate Security

I request that the attached Amendment No. 2 to Patriot Services Group contract for inmate security be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning October 1, 2020 and ending on September 30, 2021.

Patriot Services Group 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 Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52200-18B-028

Amendment No. 2

Contract with Patriot Service Group, Inc. for Inmate Security is hereby extended for one (1) year, beginning October 1, 2020 and ending September 30, 2021.

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

All other provisions of the contract remain the same.

WITNESS:

PATRIOT SERVICES GROUP, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Joint Public Charity Hospital Board Reappointments
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

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 Tuesday's meeting.

ATTACHED:

[Joint Public Charity Hospital Board Appointments](#)

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



Agenda Item Memo

Re: Request for Attorney General's Opinion
Date: County Commission - Information Session - Sep 08 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

LEAD Academy, a start-up public charter school, has requested a pro rata share of the one cent sales tax collected for public schools in Montgomery County. Section 16-6F-10(e) of the Code of Alabama caps any local tax allocation to a start-up public charter school at the state required 10 mill ad valorem match, which LEAD Academy receives. LEAD Academy argues that the 10 mills cap only applies to property taxes and does not address other local tax revenue, such as the one cent sales tax.

MPS Superintendent Dr. Ann Roy Moore declined to recommend that the MPS Board enter into an agreement with LEAD Academy to share the once cent sales tax, as was done with the Pike Road school system.

At the last meeting, the Commission discussed requesting an Attorney General's opinion to determine under what circumstances, if any, a start-up public charter school can receive a share of the one cent sales tax.