



INFORMATION SESSION

8:30 AM - October 5, 2020

Montgomery County Courthouse, Annex III

Page

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

PRAYER

SCHEDULED ATTENDEES

1. Report from Montgomery City/County Emergency Management Agency
2. Ray Williams, Chief Probation Officer
3. George Speake, County Engineer
4. Carmen Douglas, Personnel Director
5. Hannah Hawk, Manager of Public Affairs
6. Mike Hart, River Region United Way Campaign Chair

BRIEFING OF AGENDA

Administrator Cauthen

WAIVED RULES ITEMS

1. Consider Authorization of Amendment to Funding Agreement with the City of Montgomery for Maintenance and Operation of Garrett Coliseum and Related Budget Change, County Commission 4 - 10
[Agenda Item Memo - 20-093 - Pdf](#)

FUTURE AGENDA ITEMS

2. Consider Authorization of 2020-2021 DYS Grant Agreement for the Montgomery County Davis Transitions Program, Youth Facility Court 11 - 13
Presenter: Ray Williams
[Agenda Item Memo - 20-087 - Pdf](#)
3. Consider Authorization of the Contract with The Bridge, Inc. to Manage and Operate Davis Transitions, a Community based Adolescent Alternative Program at the Youth Facility 14 - 19
Presenter: Ray Williams
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4. Consider Authorization of Memorandum of Understanding with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2020 and ending September 30, 2021, Youth Facility Court 20 - 21
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| 5. | Consider Authorization of Agreement with the Southeast Alabama Highway Safety Office regarding a Traffic Safety Enforcement Grant, Sheriff's Office
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| 6. | Consider Authorization of Payment of 2021 Membership Dues in the Amount of \$14,473 to the Association of County Commissions of Alabama (ACCA), County Commission
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| 7. | Consider Authorization of Payment of 2021 Membership Dues in the Amount of \$150 to the Association of County Administrators of Alabama (ACAA) for Administrator Florence M. Cauthen, County Commission
ACAAMembershipRenewalForm2021 | 26 |
| 8. | Consider Authorization of Lease Agreement for Rental of Storage Space for Voting Equipment and Related Budget Change, subject to approval by the County Attorney and further review of all terms, Elections Center
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| 9. | Consider Authorization of Amendment Number 1 to Contract with Chappy's Deli for Catering of Food Trays, County Commission
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| 10. | Consider Authorization of Amendment Number 1 to Contract with Chappy's Deli for the Employee Luncheon, County Commission
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| 11. | Consider Authorization of Amendment Number 3 to Contract with Climate Service, Inc. for HVAC Preventative Maintenance Services, Support Services
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| 12. | Consider Authorization of Final Pay Application to Norris Building Company for Montgomery County Jail Shower Renovation, County Commission
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| 13. | Consider Authorization of Position Fill Request(s), Engineering Department
1. Fleet Maintenance Superintendent, Position Number 650596001
Presenter: George Speake
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| 14. | Consider Authorization of Position Fill Request(s) - Support Services
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[PFR - Revenue Examiner - 810117003](#)

GENERAL INFORMATION ITEMS

16. Information regarding Lateral Transfer Rules for Corrections Officers and Juvenile Detention Officers 46 - 50
Presenter: Carmen Douglas
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[Pay Plan for Corrections and Juvenile Detention Officers](#)
17. Presentation by River Region United Way Campaign Chair Mike Hart (Last year, the Commission approved a Budget Change Request in the amount of \$5,000 for this campaign)

RECESS TO EXECUTIVE SESSION

18. Letter from County Attorney Thomas T. Gallion, III regarding an Executive Session concerning Pending Litigation 51
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RECESS TO FORMAL SESSION



Agenda Item Memo

Re: Amendment to Funding Agreement for Garrett Coliseum
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

In a Funding Agreement with the City of Montgomery, the County agreed to contribute up to \$500,000 over five years to the City of Montgomery for maintenance and operation of Garrett Coliseum following renovation of the Coliseum. The City has requested a \$170,000 contribution on or before October 10, 2020, in lieu of the contribution provided for in the Funding Agreement. NO additional funding would be required.

ATTACHED:

[Amendment to Funding Agreement dated February 25](#)
[County Commission Appropriations 2021-1](#)
[Funding Agreement regarding Garrett Coliseum](#)

Amendment to Funding Agreement dated February 25, 2020
between
City of Montgomery and Montgomery County Commission

Montgomery County Commission (the "County") and the City of Montgomery (the "City") do hereby amend the Funding Agreement between the City and the County, dated February 25, 2020, regarding renovation of Garrett Coliseum (the "Project") by striking "Section 2. County Contributions" in its entirety and replacing it with the following:

Section 2. County Contributions.

The County will contribute to the City a total of \$170,000, payable on or before October 10, 2020, to be used by the City for the Project. Said contribution satisfies all obligations of the County under the Funding Agreement.

All other provisions of the Funding Agreement remain the same.

In Witness Whereof, the City and the County have caused this instrument to be duly executed as of the _____ day of _____, 2020.

CITY OF MONTGOMERY

By: _____
Title: Mayor

MONTGOMERY COUNTY COMMISSION

By: _____
Title: Chairman

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated February 25, 2020 (the "Agreement") is entered into by the **CITY OF MONTGOMERY** (the "City") and **MONTGOMERY COUNTY COMMISSION** (the "County").

RECITALS

A. The City is planning on renovating the Garrett Coliseum (collectively, the "Project") located within the City of Montgomery, Alabama.

B. The County believes that the Project will encourage and promote tourism and convention business and will generate substantial economic benefit for the County through the creation of jobs and the expansion of the County's tax base.

C. Pursuant to this Agreement, the County has agreed to make the County Contributions (defined herein) to the City to provide funds for the Project.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Findings and Determinations by the County.

The County hereby finds and determines that:

(a) The County Contributions to be made pursuant to this Agreement will benefit the people of the County to an extent that fully warrants and justifies such contributions.

(b) The County is making public funds available to the City for the purpose of promoting the economic development of the County. The County has determined that the execution and delivery of this Agreement and the consummation of the transactions described herein will promote economic development in the County as follows:

(i) The renovation and operation of the Project are in the economic interest of the County. The Project will provide an opportunity for employment of residents of the County on both a temporary and permanent basis.

(ii) The Project will provide an opportunity to attract larger and additional cultural, recreational, sports and convention activities to the County. These activities will bring more people to the restaurants, hotels and retail establishments in the County, all of which will expand the County's tax base.

(iii) The availability of quality cultural events and sporting events in the County through the continued operation of the Project will aid in the economic development of the County by providing an incentive for businesses to locate, expand or remain in the County.

Section 2. County Contributions.

After the Project begins operations, the County will contribute to the City an aggregate amount not in excess of \$500,000 as needed by the City to pay costs of operation and maintenance of the Project due to a shortfall in operations. Such funds shall be available to the City for the period

beginning on the placed in service date of the Project and continuing for five (5) years thereafter and may be drawn on by the City at such times and in such amounts (up to the aggregate \$500,000 contribution, but not more than \$150,000 in the year 2021 and not more than \$150,000 in the year 2022, not more than \$75,000 in the year 2023 and not more than \$75,000 in the year 2024 and not more than \$50,000 in the year 2025) as the City may request. The County agrees to provide such funds as soon as possible following each request, but in no event more than 30 days following each request. Notwithstanding the preceding provisions of this section , **the obligation of the County in this subsection is contingent upon the City having exhausted, at the time of each request submitted to the County, all available funds from operation of the Project (except for a 30 day operating reserve).**

Section 3. Enforcement

(a) The County acknowledges and agrees that its (i) covenants and agreements herein are binding on the County and (ii) performance of said covenants and agreements may be enforced by the City through any available legal or equitable actions in a court of competent jurisdiction.

(b) The City acknowledges and agrees that its (i) covenants and agreements herein are binding on the City and (ii) performance of said covenants and agreements may be enforced by the County through any available legal or equitable actions in a court of competent jurisdiction, including, but not limited to, specific performance with respect to the obligations of the City in Section 2 of this Agreement.

Section 4. County Not a Partner or Joint Venturer

The County is not an owner of the Project or a partner or joint venturer with the City in any respect. The County's sole obligations with respect to the City and the Project are limited to those obligations expressly undertaken in this Agreement.

Section 5. 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 discussion and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and the City of Montgomery.

Section 6. Miscellaneous

(a) No modification, amendment or alteration of this Agreement shall be effective unless in writing and signed by the City and the County.

(b) The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

IN WITNESS WHEREOF, the City and the County have caused this instrument to be duly executed as of the date set forth above.

CITY OF MONTGOMERY

By: _____
Title: Mayor

MONTGOMERY COUNTY COMMISSION

By: Edlton N. Klean, Jr.
Title: Chairman

**SUMMARY FOR THE
PROPOSED FUNDING AGREEMENT
FOR
GARRETT COLISEUM RENOVATION PROJECT**

- The \$50,000 appropriation that has been paid by the County for several years would be paid in the current Fiscal Year.
- In addition to the funding mentioned above, the County would agree to a Funding Agreement in which \$500,000 would be paid over a five-year period if needed due to a shortfall in operations. The payments are based on Calendar Years.
- In years one and two, the City could request up to \$150,000 per year for a total of \$300,000.
- The remaining \$200,000 would be paid if needed due to a shortfall in operations over a three-year period.

The following would be the proposed drawdown schedule:

January 1, 2020 - \$150,000
January 1, 2021 - \$150,000
January 1, 2022 - \$ 75,000
January 1, 2023 - \$ 75,000
January 1, 2024 - \$ 50,000



Agenda Item Memo

Re: 2020-2021 DYS Grant Agreement
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: Ray Williams, Chief Probation Officer

BACKGROUND INFORMATION:

I am requesting approval of 2020-2021 DYS Grant Agreement for the Montgomery County Davis Transitions Program. This serves as a request to be placed on the October 5th Information Session agenda. Thank you for your consideration.

ATTACHED:

[2020-2021 DYS Grant Agreement for the Montgomery County Davis Transitions Program - 9-29-20](#)

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2020 – 2021

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of Four hundred seven thousand five hundred and no/100 dollars (\$407,500.00).

These funds shall be used for non-residential diversion services for *Montgomery County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Montgomery County Juvenile Court (MCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **50** youth annually with an ongoing capacity of **30** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Transitions Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care. These services are provided as an alternative to DYS commitment for youth within the Montgomery County community. Montgomery Co Juvenile Court and the Montgomery Co Commission will contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males / Females between the ages of 12 – 18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the *Montgomery County Juvenile Court (MCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program.
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth

Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youths reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration. Funding may be incrementally restored to the FY19 level in the event the program capacity returns to 50. This will be considered for approval by DYS during the course of this grant cycle.

Both the **MCJC** and DYS acknowledge that this Award may be terminated at will by the **MCJC** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is a continuation of the prior year agreement and is for a one-year period. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2020.

BY: Isaac Moore M8, LLC

Program Director / Agent

BY: _____

Montgomery County Commission



Agenda Item Memo

Re: Contract for the Davis Transitions Operated by The Bridge, Inc. at the Youth Facility

Date: County Commission - Information Session - Oct 05 2020

To: Montgomery County Commission

From: Ray Williams, Chief Probation Officer

BACKGROUND INFORMATION:

Attached please find a copy of the Davis Transitions agreement with The Bridge, Inc. I am requesting that it be placed on the Commission Agenda for approval. This Agreement is for the period commencing November 2, 2020 and expiring on September 30, 2021.

ATTACHED:

[Davis Transitions Contract FY21](#)

STATE OF ALABAMA
AGREEMENT
Between
Montgomery County Commission
And
The Bridge, Inc.

FOR THE
Davis Transitions

This Contract (the "Agreement") is entered into by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the implementation of the Davis Transitions (hereinafter referred to as "the Program") in Montgomery County, Alabama.

WHEREAS, the Contracting Authority desires to have the Program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Transitions under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Transitions consisting of a Transition Program with an aftercare component and a Parent Project Program. The Company agrees to operate the Program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the Program will be in accordance with the required terms and conditions provided within the Request for Proposal # 52601-20P-023.

Section 2. Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Transitions Operation. While the Davis Transitions is under the management and control of the Company's operation, the Program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Transitions. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Transitions.

Section 5. Insurance. The Company, at its sole cost and expense, shall provide for the comprehensive liability coverage and workmen's compensation for all of the Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the Program. The Company shall provide property coverage for any personal property used in the operation of the Davis Transitions. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Transitions.

Section 6. Characteristics. The Program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records. The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8. Program Records. The Company will maintain program records of all significant activities related to the operation of the Program. These records will be available for review by the Contracting Authority.

Section 9. Compliance. The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10. Physical Examination. The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) for youth entering the Program.

Section 11. Term. The Term of this Agreement shall commence on **November 2, 2020** and shall run through **September 30, 2021** with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one-year renewal period. The Company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 13 herein.

Section 12. Termination for Convenience. Either party may terminate this Agreement without cause for any reason. Either party shall give written notice to the other party at least thirty (30) days before the effective termination date.

Section 13. Compensation for Services. The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement, for the period commencing on **November 2, 2020** and ending **September 30, 2021**, the sum of **\$350,625.00** dollars, payable in monthly installments of **\$31,875.00**.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice termination this Agreement.

Section 14. Billing for Services. The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the **Request for Proposal #52601-20P-023**. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 15. Unusual Occurrences and Incidents. The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the Program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 16. Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in the Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 17. Prohibition of Assignment. The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 18. Hold Harmless. The Company will hold harmless the Contracting Authority as to any charge back, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefor as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of the Company.

Section 19. Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid certified mail, addressed as follows:

To the Contracting Authority:

Ray Williams, Administrator
Montgomery County Family Court
P.O. Box 9219
1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:

Tim Naugher, Executive Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, AL 35904-8611

Section 20. Formal Review and Evaluation. The Company and the Montgomery County youth facility staff will provide a quarterly review and evaluation of the services provided under this Agreement and the corresponding RFP. A written report summarizing the review and evaluation will be provided to the presiding Family Court Judge of Montgomery, Alabama.

Section 21. Resolution of Disputes. 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 and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between Montgomery County Commission and The Bridge, Inc.

Section 22. Complete Agreement; Amendments and Waivers. This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

The Bridge, Inc.

By: 
Tim Naugher, Executive Director

Date: 9/29/2020

ATTEST:

The Montgomery County Commission

By: _____ Date: _____



Agenda Item Memo

Re: Memorandum of Understanding for Court Referee
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

I am requesting that the Memorandum of Understanding for Montgomery County Court Referee Vicky Toles be placed on the next agenda. The Administrative Office of Courts will submit an invoice at the end of each quarter in FY2021 and be reimbursed for her salary.

Thank you for your consideration in this matter.

FINANCIAL IMPACT:

Funding for the Referee comes from the DYS subsidy.

ATTACHED:

[MOU for Court Referee](#)



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

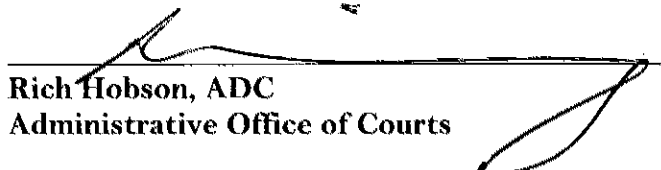
I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and certain fringe benefits (**not to exceed a gross salary amount of \$52,715**) by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of **\$40.55** and will work a maximum of 25 hours per week or no more than 50 hours per pay period/cycle. Ms. Toles shall preside over juvenile court hearings, except for juvenile transfer hearings and termination-of-parental rights hearings, in the Montgomery County Family Court. This MOU has been adjusted to reflect the correct hourly rate for the period beginning October 1, 2020 and ending September 30, 2021.

II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for this position in future months or years beyond the period stated. Should AOC receive additional state funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.

III. AOC will invoice the Commission at the end of each quarter in FY 2021 for all salary and certain fringe benefits paid. Any inquiries made to the AOC may be directed to Jennifer Moorer, AOC Accountant. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Jennifer Moorer, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

IV. The AOC, employee, and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:

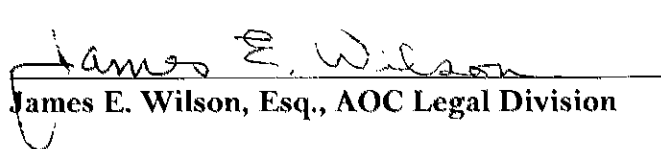

Rich Hobson, ADC
Administrative Office of Courts

9/24/2020
Date

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

Date

REVIEWED BY:


James E. Wilson, Esq., AOC Legal Division

9/24/2020
Date



Agenda Item Memo

Re: Southeast Alabama Highway Safety Office
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: Regina Walker, Grant Manager

FINANCIAL IMPACT:

\$20,000

RECOMMENDATION:

There is no cash match to this grant, I recommend the Commission pass this agreement.

ATTACHED:

[FY 20 SAHSO Grant](#)

SOUTHEAST ALABAMA HIGHWAY SAFETY OFFICE

600 PLAZA DRIVE • ENTERPRISE, AL 36331 • PHONE # 334-347-2623

Traffic Enforcement Agreement

Fiscal Period: October 01, 2020 – September 30, 2021

This agreement is entered by Enterprise State Community College as the fiscal agent. All of the Traffic Enforcement grants' programmatic issues are managed by the Southeast Alabama Highway Safety Office (SEAHSO) as per federal guides outlined by National Highway Traffic Safety Administration (NHTSA) and the state procedures issued by Alabama Department of Economic Community Affairs (ADECA), and the governing entity of the law enforcement department of the following: Montgomery County Commission, hereinafter referred to as "AGENCY", for official participation in the Enterprise State Community College grant and/or grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement is for all grants and grant time periods awarded between **October 01, 2020 through September 30, 2021**.

The Agency will use the CORE reporting system for all grant/grants awarded by Enterprise State Community College. The CORE system will provide information such as the grant's/grants' name, number, CFDA number, authorized spending allocations and authorized spending periods will be made available to the AGENCY through the CORE, for this Traffic Enforcement Agreement managed by the SEAHSO.

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the Enterprise State Community College. NO AGENCY will be approved to receive enforcement funding without having an overtime payment policy or a completed SEAHSO Overtime questionnaire.

The Enterprise State Community College has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by Enterprise State Community College as per SEAHSO direction.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant for which any reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; **(1.)** agreement with Enterprise State Community College, **(2.)** CORE Project Reimbursement Form, **(3.)** CORE Roll-Up form, **(4.)** CORE signed contact report(s) for each person claiming reimbursement hours on the grant, **(5.)** copy or electronic image of every citation and warning citation claimed on the grant, **(6.)** time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, **(7.)** City or County overtime policy. The above-mentioned paperwork should be kept on file by each agency for current fiscal year plus the three (3) fiscal years from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the SEAHSO for ADECA, will be required to refund ANY or ALL funds that were reimbursed on the grant in question to the Enterprise State Community College.

Reimbursement claims (CORE forms) are encouraged to be submitted to SEAHSO as least once per month.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and SEAHSO.

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SEAHSO and shall ensure the accuracy of all such documentation and reports submitted, such as hours reported, computation of pay rates for reimbursement and documentation of allowable contacts reported.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of Enterprise State Community College, and shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. Enterprise State Community College assumes no responsibility the way or means by which the AGENCY performs its activities pursuant to this agreement

Subject to the terms of the grant, Enterprise State Community College agrees to reimburse the AGENCY, for the actual traffic enforcement worked under an Enterprise State Community College grant project, provided the activity is documented in accordance program requirements, and with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

The funds for this agreement were awarded by NHTSA and are passed through ADECA and Enterprise State Community College. Therefore, all expenditures are subject to all federal, state, and city laws, guidelines, and regulations. This includes ADECA/LETS (Law Enforcement Traffic Safety) policy letters.

“Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. Enterprise State Community College will immediately terminate this Agreement by giving written notice (email, etc.) thorough the SEAHSO to the Agency of such termination.

Signatures required:

Signature of AGENCY’s **Authorizing Official**
(Mayor/Comm. Chair) authorized to enter Agreement

Printed Name of Authorizing Official and Title
(Mayor/Comm. Chair)

Signature of AGENCY’s **Chief Law Enforcement Official**
(Chief/Sheriff)

Printed Name of Chief LE Official and Title
(Chief/Sheriff)

Signature of Region Director
Southeast Alabama Highway Safety Office

Greg Adams
Printed Name of Region Director

5-28-2020



September 25, 2020

INVOICE

Montgomery County
P.O. Box 1667
Montgomery, AL 36102

2020 - 2021 Association Dues

\$ 14,473

Please make checks payable to ACCA and mail to:
ACCA
P.O. Box 5040
Montgomery, AL 36103-5040

Payment Due October 31, 2020

ACAA MEMBERSHIP APPLICATION & RENEWAL FORM

For 2021 Membership Year
(January 1 - December 31, 2021)

County: _____ County Website: _____

Address/City/Zip: _____

Telephone: _____ Fax: _____

In order to continue to receive all Association of County Administrators of Alabama (ACAA) mailings, persons must be current ACAA members. Please add the names below of all eligible members from your county, along with their titles and email addresses, who wish to join ACAA. Eligible members include county commission Administrators; Assistant Administrators; and any other persons, by whatever title designated, who performs the duties of Administrators or Assistant Administrators to the various governing bodies of the State of Alabama. Renewal of membership in ACAA for 2021 is due by November 30, 2020. Direct any questions regarding ACAA renewal to Paulette Williams at 334-263-7594.

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____
(use additional paper, if needed)

Total Amount Enclosed: \$ _____ (\$150 Administrator + \$75 each Asst. Admin. and Others)

Payment Due Upon Receipt

Please make check payable to ACAA and mail to:

ACAA - P.O. Box 5040 - MONTGOMERY, AL 36103



Agenda Item Memo

Re: Proposed Lease Agreement for Rental of Storage Space for Voting Equipment

Date: County Commission - Information Session - Oct 05 2020

To: Montgomery County Commission

From: Darryl Parker, Director of Elections

BACKGROUND INFORMATION:

The Election Center has identified suitable warehouse space on Plantation Way off the Northern Boulevard for storage of all election related voting equipment and supplies. The equipment is presently stored on the second floor of Annex II, with overflow to the first floor and basement. The lease is for three years with an option to renew for an additional three years.

FINANCIAL IMPACT:

The monthly rent is \$2,500 for the first three years and increases to \$2,800 during the second term.



Agenda Item Memo

Re: Contract Amendment for Catering of Food Trays
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 1 to Chappy's Deli contract to furnish catering of food trays be considered for approval on a future agenda.

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

Chappy's Deli 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 Florence Cauthen, County Administrator.

ATTACHED:

[Contract Amendment for Food Trays](#)

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

**Amendment
To
Contract # 51988-20B-002**

Amendment No. 1

Contract with Chappy's Deli of Montgomery for Catering of food trays is hereby extended for one (1) year, beginning November 21, 2020 and ending November 20, 2021.

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

All other provisions of the contract remain the same.

WITNESS:

CHAPPY'S DELI OF MONTGOMERY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract for Employee Luncheon
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 1 to Chappy's Deli contract to furnish employee luncheon be considered for approval on a future agenda.

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

Chappy's Deli 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 Florence Cauthen, County Administrator.

ATTACHED:

[Amendment 1 Employee Luncheon \(51988-19B-033\)](#)

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

**Amendment
To
Contract # 51988-19B-033**

Amendment No. 1

Contract with Chappy’s Deli of Montgomery for employee luncheon is hereby extended for one (1) year, beginning November 21, 2020 and ending November 20, 2021.

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

All other provisions of the contract remain the same.

WITNESS:	CHAPPY’S DELI OF MONTGOMERY
_____	BY: _____
	TITLE: _____

WITNESS:	MONTGOMERY COUNTY COMMISSION
_____	BY: _____
	TITLE: _____



Agenda Item Memo

Re: Amendment No. 3 to Contract for HVAC Preventative Maintenance Services
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

RE: Contract No. 51901-17B-027
Preventative Maintenance HVAC

I request that the attached Amendment No. 3 to Climate Service, Inc. for HVAC preventative maintenance services for various county buildings be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended beginning October 19, 2020 and ending January 31, 2021.

All other provisions will remain the same.

This contract extension was coordinated with Lamar Allen, General Service Director.

ATTACHED:

[Amendment No. 3 to Contract 51901-17-027 - Climate Service](#)

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

Amendment
To
Contract # 51901-17B-027

Amendment No. 3

Contract with Climate Service, Inc. for HVAC preventive maintenance services for various county buildings, is hereby extended beginning October 19, 2020 and ending January 31, 2021.

There will be no price increase during this period.

All other provisions of the contract will remain the same.

WITNESS:

CLIMATE SERVICE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Final Pay Application for Norris Building Company
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: Lamar Allen, General Services Director

BACKGROUND INFORMATION:

Please find attached an application for final payment to Norris Building Company for the Montgomery County Jail Shower Renovation.

I request that this item be placed on the October 19, 2020 agenda.

ATTACHED:

[Norris Pay App #15-Final 8-13-20](#)
[Ad for Comp](#)

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. Fifteen (Final)

DATE: August 10, 2020

TO OWNER: Montgomery County Commission P. O. Box 1667 Montgomery, AL 36102	PROJECT: Montgomery County Jail Shower Renovation Montgomery, Alabama GMC Project Number AMGM160069
FROM CONTRACTOR: Norris Building Company, Inc. PO Box 20667 Montgomery, AL 36120 FEIN 63-0773002	TO: ARCHITECT Goodwyn, Mills & Cawood, Inc. 2660 Eastchase Lane, Suite 200 Montgomery, AL 36117

TOTAL ORIGINAL CONTRACT		\$	1,805,660.00
CHANGE ORDER(S)	Numbers <u>1</u> through <u>2</u>	\$	(204,274.37)
TO CONTRACT TO DATE		\$	1,601,385.63

1.	Brought Forward:	TOTAL CONTRACT TO DATE.....	\$	1,601,386	\$	1,601,385.63
		AMOUNT COMPLETE.....		100%	\$	1,601,385.63
2.	Stored Materials per the attached inventory of Stored Materials.....		\$			0.00
3.	Total Completed Work and Stored Materials.....		\$			1,601,385.63
4.	Less Retainage (5% on 50% of the work).....		\$			0.00
5.	Total Completed Work and Stored Materials, less Retainage.....		\$			1,601,385.63
6.	Total Due.....		\$			1,601,385.63
7.	Less Total Previous Payments to Contractor.....		\$			1,577,085.15
8.	Balance Due This Estimate.....		\$			24,300.48

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By Lucy Nair Date 8/10/20

VICE PRESIDENT

(Title)

Signed and submitted before me this 10th day of 8/2020

Notary Public
My commission expires 12/12/22

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

Goodwyn, Mills & Cawood, Inc.

(Architect)

By Carrie Day

Date 8/13/2020

REVIEW AND APPROVALS

Approved by _____ (Owner) _____ Signature _____ Date _____

Approved by _____ _____ Signature _____ Date _____

CONTRIBUTION SHEET

BREAKDOWN OF APPLICATION AND CERTIFICATE FOR PAYMENT.

All amounts are stated to the nearest dollar.

APPLICATION #

APPLICATION DATE:

PERIOD FROM:

Fifteen

8/10/2020

6/25/2020

TO:

7/14/2020

CONTRACTOR:

Norris Building Company, Inc.

PROJECT NAME: Montgomery County Jail Showers Renovations

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	G WORK COMPLETED			I TOTAL COMPLETED AND STORED TO DATE	J %	K BALANCE TO FINISH
			F WORK COMPLETED: FROM PREVIOUS APPLICATIONS	H WORK COMPLETED: THIS PERIOD	M STORED MTLS			
1	General Conditions	\$ 38,607.00	38,607.00	-	-	38,607.00	100%	-
2	Building Permit	\$ 8,453.00	8,453.00	-	-	8,453.00	100%	-
3	Bonding	\$ 13,467.00	13,467.00	-	-	13,467.00	100%	-
4	Supervision	\$ 62,729.00	62,729.00	-	-	62,729.00	100%	-
5	Concrete Demolition & Patching	\$ 18,435.00	18,435.00	-	-	18,435.00	100%	-
6	Masonry Demolition & Patching	\$ 1,858.00	1,858.00	-	-	1,858.00	100%	-
7	Stainless Steel Demolition & Welding	\$ 25,252.00	25,252.00	-	-	25,252.00	100%	-
8	Metal Stud Framing	\$ 5,399.00	5,399.00	-	-	5,399.00	100%	-
9	Insulation	\$ 7,215.00	7,215.00	-	-	7,215.00	100%	-
10	Thresholds	\$ 660.00	660.00	-	-	660.00	100%	-
11	Floor Leveling, Waterproofing & Floor Finish	\$ 182,546.00	182,546.00	-	-	182,546.00	100%	-
12	Painting	\$ 2,515.00	2,515.00	-	-	2,515.00	100%	-
13	Plumbing	\$ 1,104,695.00	1,104,695.00	-	-	1,104,695.00	100%	-
14	HVAC - Exhaust Duct & Grilles	\$ 233,829.00	233,829.00	-	-	233,829.00	100%	-
15	Allowance - Owner's Contingency	\$ 22,856.70	-	22,856.70	-	22,856.70	100%	-
16	COR 003 - Paint 29 Mezzanine & 29 Lower Level Shower Ceilings	\$ 32,386.40	32,386.40	-	-	32,386.40	100%	-
17	COR 004 - Field Modify KD Shower Units to Field Welded	\$ 8,465.80	8,465.80	-	-	8,465.80	100%	-
18	COR 005 - Install Black visqueen Site Screen for 6 Phases	\$ 2,666.92	2,666.92	-	-	2,666.92	100%	-
19	COR 006 - Revise 21 KD shower Units to Fully Welded	\$ 24,266.55	24,266.55	-	-	24,266.55	100%	-
20	COR 007 - Relocate & Replace 3 Exhaust Grilles in Booking Area	\$ 1,018.38	1,018.38	-	-	1,018.38	100%	-
21	COR 008 - Replace Shower Curtains & Tracks in Booking Area	\$ 1,607.30	1,607.30	-	-	1,607.30	100%	-
22	COR 009 - Additional Painting in Infirmary & SS Shelf Work	\$ 3,265.30	3,265.30	-	-	3,265.30	100%	-
23	COR 010 - Field Weld 3-Additional Shower Units	\$ 3,466.65	3,466.65	-	-	3,466.65	100%	-
	Change Orders							
1	CO 01: Value Engineering	\$ (164,694.00)	(164,694.00)	-	-	(164,694.00)	100%	-
2	CO 02: Credit Remaining Owner's Contingency Allowance & COR 011	\$ (39,580.37)	-	(39,580.37)	-	(39,580.37)	100%	-
	Total	\$ 1,601,385.63	1,618,109.30	(16,723.67)	-	1,601,385.63	100%	-

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Montgomery County Jail Shower
 Renovations
 AMGM160069

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: December 7, 2018

CHANGE ORDER INFORMATION:
 Change Order Number: 002
 Date: July 13, 2020

OWNER: *(Name and address)*
 Montgomery County Commission
 101 South Lawrence Street
 Montgomery, AL 36104

ARCHITECT: *(Name and address)*
 Goodwyn Mills and Cawood, Inc.
 2660 Eastchase Lane, Suite 200
 Montgomery, AL 36117

CONTRACTOR: *(Name and address)*
 Norris Building Co., Inc.
 P.O. Box 20667
 Montgomery, AL 36120

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Summary

The original Contract Sum was	\$ 1,805,660.00
The net change by previously authorized Change Orders	\$ -164,694.00
The Contract Sum prior to this Change Order was	\$ 1,640,966.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 39,580.37
The new Contract Sum including this Change Order will be	\$ 1,601,385.63

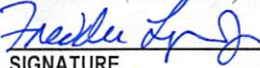
The Contract Time will be increased by thirty seven (37) days.
 The new date of Substantial Completion will be March 13, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Goodwyn Mills and Cawood, Inc.

ARCHITECT *(Firm name)*



SIGNATURE

Freddie Lynn Jr., S.V.P. ARCH

PRINTED NAME AND TITLE

7.20.2020

DATE

Norris Building Co., Inc.

CONTRACTOR *(Firm name)*



SIGNATURE

PAUL E. NORRIS III - V.P.

PRINTED NAME AND TITLE

7/14/2020

DATE

Montgomery County Commission

OWNER *(Firm name)*



SIGNATURE

Elton N. Dean Sr., Chairman

PRINTED NAME AND TITLE

8-17-2020

DATE

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 21BCSGW2886

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:
(Name and address)

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

PROJECT:
(Name and address)

Montgomery County Jail Shower Renovation, GMC Project Number AMGM160069

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: December 7, 2018

Montgomery, Alabama

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155 - 0001

, SURETY,

on bond of
(Insert name and address of Contractor)

Norris Building Company, Inc.
P.O. Box 20667
Montgomery, AL 36120-0667

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 10, 2020
(Insert in writing the month followed by the numeric date and year.)

Hartford Accident and Indemnity Company

(Surety)

By:

(Signature of authorized representative)

Billie Jo Sanders

Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):

A Foster
Abigail Foster

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: TIBCO INC

Agency Code: 21-250271

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited:**

Thomas J. Gentile, Paul B. Scott Jr., Renee Ellis, Billie Jo Sanders, David J. Durden of MONTGOMERY, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 10, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President



Norris Building Company, Inc.
P. O. Box 20667
Montgomery, AL 36120-0667
(334) 281-4411 Fax (334) 281-5799

RELEASE OF LIEN

DATE August 10, 2020 JOB NO. 1865

PROJECT Montgomery County Jail Shower Renovation

ADDRESS 250 South McDonough Street, Montgomery, AL 36104

OWNER Montgomery County Commission

CHECK ONE:

☒ Contractor

☐ Subcontractor

CHECK ONE:

☐ Progress Payment

☒ Final Payment

INITIALS:

T.N.

SCOPE OF WORK:

Building construction and work incidental thereto. Renovations to Montgomery County Jail Showers.

The undersigned acknowledges receipt of an aggregate payment of \$1,601,385.63 (amount received to date), representing all payments due the undersigned through August 10, 2020 (effective date of last application for payment), for all labor, materials, equipment or services theretofore furnished for the referenced Project. The undersigned does hereby release Owner and does hereby fully release and waive any and all liens and claims or rights of lien upon or against the Project, the land whereon is situated the construction Project and all buildings or structures thereon, for all labor, materials, equipment or services furnished through the aforesaid effective date of the last paid application of payment.

The undersigned further represents that It has paid for all labor, materials, equipment of services furnished to the project by the undersigned prior to the date stated above, and all that It shall, within ten days after receipt of the payment referred to above, pay for all labor, materials, equipment or services furnished to the Project by the undersigned through the effective date of the current application for Payment. The undersigned further agrees to indemnify, hold harmless and defend the Owner, and/or Owner's Mortgagees, Escrow Agents, Construction Agents, and Title Insurance Companies from any losses, cost or expense, including counsel fees, arising from liens or other claims of any kind asserted by any laborer, supplier, or subcontractor to the undersigned for labor, materials, equipment of services for which the undersigned has represented the above that it has paid or that it will pay within ten days of receipt of the amount due.

BY:

TITLE:

FOR:

Subscribed and sworn to before me this 10th day of AUGUST, 2020

NOTARY PUBLIC:

MY COMMISSION EXPIRES: 12/12/22



The Montgomery Independent

Invoice

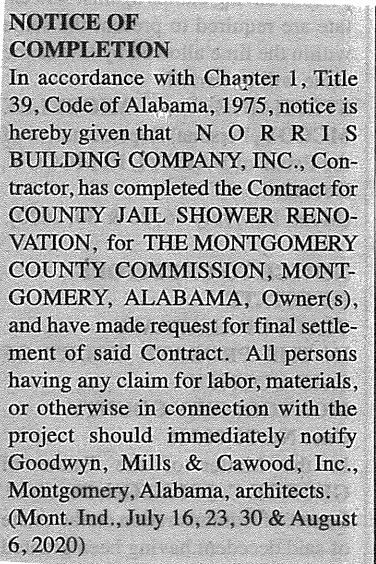
141 Market Place
Montgomery, AL 36117
Phone: (334) 265-7323
Fax: (334) 265-7320

DATE	INVOICE #
8/4/2020	0720-97

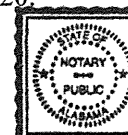
BILL TO

Norris Building Co., Inc.
Brad Norris
PO Box 20667
Montgomery, AL 36120

ACCOUNT	DUE DATE	REP
0673	8/4/2020	JAM

SIZE	DESCRIPTION	# TIMES R...	RATE	END RUN ...	AMOUNT
Legal	Notice of completion 	4	28.50	8/6/2020	114.00
Invoice Total					\$114.00

JEFF MARTIN, BEING SWORN, SAYS HE IS THE PUBLISHER AND OWNER OF RAM PUBLICATIONS d/b/a THE MONTGOMERY INDEPENDENT, A WEEKLY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY AND COUNTY OF MONTGOMERY, ALABAMA AND THAT THE ATTACHED NOTICE APPEARED IN THE ISSUES OF: 07/16/2020, 07/23/2020, 07/30/2020 & 08/06/2020 OF THE MONTGOMERY INDEPENDENT,
SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 6th day of August, 2020.



KELLY THRAIKILL
My Commission Expires
October 6, 2020

Customer Total Balance

\$228.00



Agenda Item Memo

Re: Fill Request for Fleet Maintenance Superintendent
Date: County Commission - Information Session - Oct 05 2020
To: Montgomery County Commission
From: George Speake, County Engineer

BACKGROUND INFORMATION:

Attached is a position fill request for the Fleet Maintenance Superintendent at the Engineering Department's Vehicle and Equipment Maintenance facility. This position is vacant, is in the budget, and would result in an approximate \$28,800 budget savings considering the new employee's salary (including benefits) would be less than the previous employee. I am requesting that this position fill request be placed on the next agenda.

This vacancy is due to the unexpected death of Richard Ainsworth who held the Fleet Maintenance Superintendent position for the past 4 1/2 years and worked at this facility almost 25 years. This position fill is critically needed to provide supervision of nine (9) employee positions at this shop as required to keep our vehicles and heavy equipment properly maintained and operational.

FINANCIAL IMPACT:

This position is in the budget, vacant, and would result in an approximate \$28,200 budget savings considering the new employees salary (including benefits) would be less than the previous employee.

RECOMMENDATION:

Recommend approval.

ATTACHED:

[PFR - Fleet Maint Superintendent - 650596001](#)

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

Type of Hire

() New

() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date

Finance Director

Date

ADMINISTRATIVE APPROVAL:

County Administrator

Date

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

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Type of Appointment

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DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

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() Temporary

DEPARTMENT APPROVAL:

Department Head

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date

Finance Director

Date

ADMINISTRATIVE APPROVAL:

County Administrator

Date

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: Montgomery County Commission

FROM: Carmen Douglas, Personnel Director 

DATE: September 29, 2020

SUBJECT: Authorization of Lateral Transfer Rules for Corrections Officers.

As requested by Sheriff Derrick Cunningham, the Personnel Department is recommending a lateral pay schedule for Corrections Officers who transfer from another jurisdiction to the Sheriff's Office Detention Facility. The pay schedule should be approved as follows:

More than one year and less than three years	Step 2
More than three years and less than five years	Step 3
More than five years and less than ten years	Step 5
More than ten years	Step 7

Additionally, our recommendation is for Juvenile Detention Officers to be eligible for the same transfer pay.

I am requesting that the County Commission approve these proposed lateral transfer rules. If this is approved, it will be submitted to the Montgomery City-County Personnel Board for their review and approval.

c. Sheriff Cunningham
Brandi Alexander

MONTGOMERY CITY-COUNTY

PERSONNEL DEPARTMENT

COUNTY OF MONTGOMERY

EFFECTIVE DATE - October 1, 2015

EFFECTIVE DATE - Public Safety and Corrections - July 1, 2019

Including all revisions as of February 11, 2020

A=Administrative S=Service Maintenance PS=Public Safety PC=Corrections

THE PAY PLAN INCLUDES SALARY RANGES FOR EACH CLASS OF EMPLOYMENT WITH THE CLASSIFIED SERVICE OF THOSE JURISDICTIONS FOR WHICH THE PERSONNEL BOARD IS REQUIRED TO ESTABLISH RANGES. THE LEGAL RATES OF PAY FOR PAYROLL PURPOSES ARE HOURLY RATES. ANNUAL RATES OF PAY AND FLSA STATUS ARE LISTED FOR ADMINISTRATIVE PURPOSES ONLY.

**CITY AND COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT
Human Resources**

<u>CODE</u>	<u>GRADE</u>	<u>CLASS TITLE</u>	<u>FLSA</u>	<u>CODE</u>	<u>GRADE</u>	<u>CLASS TITLE</u>	<u>FLSA</u>
0300	PC1	Juvenile Detention Officer	NE	0340	A08	Court Therapist I	E
0302	PC4	Juvenile Detention Supervisor	E	0345	A10	Court Therapist II	E
¹ 0303	PC4	Juvenile Detention Compliance Officer	E	0348	A04	Laboratory Technician	NE
0304	A06	² Juvenile Probation Officer	NE	¹ 0357	A04	Community Corrections Technician	NE
0306	A08	***Juvenile Probation Officer II	NE	0359	A06	Community Corrections Officer	NE
0308	A10	Juvenile Probation Supervisor	E	0360	A07	Community Corrections Drug Court Coordinator	NE
0327	PC6	Juvenile Detention Director	E	0362	A08	Administrator & Coordinator of Quality Assurance & Compliance	E
0329	PC5	Assistant Juvenile Detention Director	E	0363	A10	Community Corrections Assistant Director	E
0332	A01	Recreation Aide	NE	0365	A13	Community Corrections Executive Director	E
0336	A05	Recreation Leader	NE	0377	A03	Court Operations Clerk I	NE
0338	A08	County Parks and Recreation Superintendent	E	0378	A05	Court Operations Clerk II	NE

* New classification approved by the Board - 5.28.13 - Juvenile Court Clerk Supervisor (0316)

** Classification abolished by the Board 7.9.13 - Juvenile Court Clerk Supervisor (0316)

***Classification abolished through attrition effective 7.20.09- Juvenile Probation Officer II (0306)

¹ New classifications approved by the Board 3.24.15

² Approved by the Board 6.26.18 - Change the title of Juvenile Probation Officer I to Juvenile Probation Officer

³ Approved by the Board 4.9.19 - Change the title and class code back to previous (Formerly Juvenile Court Administrator (0314))

Chief Probation Officer (0326) - moved from Classified to Unclassified service 4.9.19

CITY AND COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT
Law Enforcement

<u>CODE</u>	<u>GRADE</u>	<u>CLASS TITLE</u>	<u>FLSA</u>	<u>CODE</u>	<u>GRADE</u>	<u>CLASS TITLE</u>	<u>FLSA</u>
0175	A09	Grant Manager	NE	0442	A02	Cook	NE
0373	A09	Mental Health Court Clinician	E	0445	A05	Food Service Supervisor	NE
0375	A06	Mental Health Court Case Manager	NE	0446	A07	Food Service Manager	NE
0418	A04	Court Security Officer	NE	¹⁰ 0449	A10	Administrative Services Manager	E
0419	PCT	Corrections Officer Trainee	PE	0450	A05	Nurse	NE
0420	PC1	Corrections Officer	PE	0451	A08	Nursing Supervisor	E
0421	PC3	Corrections Officer Sergeant	PE	0452	A03	Detention Facility Library Clerk	NE
0422	PC4	Corrections Officer Lieutenant	PE	0453	A03	Detention Facility Supply Clerk	NE
0423	PC5	Corrections Officer Captain	E	0454	A04	⁸ Inmate Grievance/Disciplinary Clerk	NE
0425	PC2	Corrections Officer Corporal	PE	0456	A03	Detention Facility Recreational Technician	NE
0429	PS2	Deputy Sheriff Corporal	PE	0460	A12	³ Detention Facility Director	E
0430	PST	Deputy Sheriff Trainee	PE	0464	A03	Records & Identification Clerk	NE
0431	PS1	Deputy Sheriff	PE	0465	A05	Fingerprint Classifier	NE
0432	PS3	Deputy Sheriff Sergeant	PE	0466	A07	Latent Fingerprint Examiner	NE
⁹ 0433	A01	Deputy Sheriff Cadet	NE	⁷ 0472	S04	Tailor	NE
0434	PS4	Deputy Sheriff Lieutenant	PE	⁶ 0482	A04	Public Safety Communications Operator	NE
² 0435	PS6	Deputy Sheriff Major	E	⁶ 0483	A05	Public Safety Communications Dispatcher	NE
0436	PS5	Deputy Sheriff Captain	E	0718	A03	Building Security Officer	NE
0437	¹¹ PS6	⁴ Assistant Chief Deputy Sheriff	E				
0438	PC6	Detention Facility Assistant Director	E				

¹ New classification approved by the Board 3.24.15

² New classification approved by the Board 5.26.15

³ Approved by the Board 5.26.15 - changed pay grade from PC7 to A12

⁴ Approved by the Board 5.26.15 - changed pay grade from PS6 to A12

⁵ Classifications abolished by the Board 6.9.15 - Emergency Communications Operator I (0480) and Emergency Communications Operator II (0481)

⁶ New classifications approved by the Board 6.9.15

⁷ New classification approved by the Board 2.21.17

⁸ Approved by the Board 8.14.18 - changed pay grade from A03 to A04

⁹ New classification approved by the Board 10.9.18

¹⁰ New classification approved by the Board 4.9.19; abolished
Detention Facility Accounts Manager (0447)

¹¹ Approved by the Board 7.9.19 - changed pay grade from A12 to PS6
(effective 7/1/19)

MONTGOMERY COUNTY
CORRECTIONS PAY PLAN
EFFECTIVE: OCTOBER 1, 2018

	STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Grade	Annual	31,299														
PCT	Bi-Wkly	1203.82														
	Hourly	15.0478														
Grade	Annual	32,597	33,748	34,899	36,050	37,200	38,350	39,501	40,651	41,802	42,952	44,103	45,253	46,404	47,554	48,705
PC1	Bi-Wkly	1253.74	1298.00	1342.26	1386.53	1430.75	1475.01	1519.27	1563.49	1607.75	1652.01	1696.28	1740.49	1784.76	1829.02	1873.27
	Hourly	15.6718	16.2250	16.7783	17.3316	17.8844	18.4376	18.9909	19.5436	20.0969	20.6501	21.2035	21.7561	22.3095	22.8627	23.4159
Grade	Annual	35,097	36,336	37,575	38,814	40,052	41,291	42,530	43,769	45,007	46,246	47,485	48,723	49,962	51,201	52,440
PC2	Bi-Wkly	1349.90	1397.54	1445.19	1492.83	1540.47	1588.12	1635.77	1683.41	1731.04	1778.69	1826.33	1873.98	1921.62	1969.26	2016.90
	Hourly	16.8737	17.4693	18.0649	18.6604	19.2559	19.8515	20.4471	21.0426	21.6380	22.2336	22.8291	23.4248	24.0203	24.6158	25.2113
Grade	Annual	40,828	42,269	43,710	45,150	46,591	48,033	49,473	50,915	52,355	53,797	55,237	56,678	58,120	59,561	61,002
PC3	Bi-Wkly	1570.29	1625.71	1681.14	1736.55	1791.98	1847.41	1902.82	1958.26	2013.67	2069.10	2124.51	2179.94	2235.37	2290.79	2346.22
	Hourly	19.6286	20.3214	21.0142	21.7069	22.3997	23.0926	23.7853	24.4782	25.1709	25.8637	26.5564	27.2492	27.9421	28.6349	29.3277
Grade	Annual	45,842	47,460	49,077	50,695	52,313	53,931	55,549	57,167	58,785	60,403	62,021	63,639	65,257	66,875	68,493
PC4	Bi-Wkly	1763.14	1825.37	1887.59	1949.82	2012.05	2074.27	2136.50	2198.74	2260.95	2323.20	2385.42	2447.65	2509.88	2572.10	2634.33
	Hourly	22.0392	22.8171	23.5949	24.3727	25.1506	25.9284	26.7063	27.4842	28.2619	29.0400	29.8177	30.5956	31.3735	32.1513	32.9291
Grade	Annual	52,186	54,027	55,869	57,711	59,553	61,395	63,237	65,079	66,920	68,762	70,604	72,446	74,288	76,130	77,972
PC5	Bi-Wkly	2007.14	2077.97	2148.82	2219.66	2290.50	2361.34	2432.18	2503.02	2573.86	2644.70	2715.55	2786.38	2857.23	2928.07	2998.91
	Hourly	25.0892	25.9746	26.8602	27.7457	28.6313	29.5168	30.4022	31.2878	32.1733	33.0588	33.9444	34.8298	35.7154	36.6009	37.4864
Grade	Annual	62,631	64,841	67,052	69,263	71,473	73,683	75,894	78,104	80,316	82,526	84,736	86,946	89,157	91,368	93,578
PC6	Bi-Wkly	2408.90	2493.90	2578.91	2663.97	2748.97	2833.97	2918.99	3003.99	3089.06	3174.06	3259.07	3344.08	3429.13	3514.14	3599.14
	Hourly	30.1112	31.1738	32.2364	33.2996	34.3621	35.4246	36.4874	37.5499	38.6132	39.6757	40.7384	41.8010	42.8641	43.9267	44.9893



Haskell Slaughter Gallion & Walker, LLC
8104 B Seaton Place
Montgomery, Alabama 36116
t. 334.265.8573 | f. 334.264.7945

ttg@hsg-law.com

October 1, 2020

Florence Cauthen
County Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

Re: Executive Session -October 5, 2020

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on matters in which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding pending litigation. I have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

A handwritten signature in black ink that reads 'Thomas T. Gallion, III'. The signature is written in a cursive style with a large 'G' at the end.

Thomas T. Gallion, III
ASB 5295-L74T

TTG/tp