

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

AUGUST 17, 2020

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:30 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Sankey. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen briefed the Commission on scheduled attendees.

Chairman Dean asked Director Christina Thornton with the City/County Emergency Management Agency to update the Commission regarding COVID-19.

PRESENTATION BY DIRECTOR CHRISTINA THORNTON WITH THE CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

City/County Emergency Management Agency Director Christina Thornton cited the current number of COVID-19 cases, testing and deaths in Montgomery County and the State of Alabama.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen briefed the Commission on items on the agenda.

Chairman Dean, Commissioner Harris and Commissioner Singleton requested to add additional items to the miscellaneous appropriations for agencies and designated revenue accounts that were on the agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean requested that the Commission waive rules and add the renovations to Flatwood Community Center by force account to the agenda. There was no objection by the Commission.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding a Renewal of an Amendment to the Health Services Agreement with QCHC, Inc., regarding a one (1) year extension, beginning October 1, 2020 and ending on September 30, 2021 and a 3% price increase for Healthcare Services at the Montgomery County Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham informed the Commission of the upcoming NAMI Walk on September 26, 2020 and requested funding for this event. Commissioner Harris requested a \$1,500 miscellaneous appropriation from his agencies account and Commissioner Singleton requested a \$500 miscellaneous appropriation from his agencies account for this event.

Sheriff Cunningham briefed the Commission regarding Hazardous Duty Pay for certain Sheriff Deputies, Detention Facility Correction Officers, Intake/Transport Clerks and Youth Facility Detention Officers. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding a Resolution to provide Tier I benefits to Tier II plan members, subject to approval by the Employees' Retirement System Board of Control. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY PROBATE JUDGE J C LOVE, III

Probate Judge J C Love, III, briefed the Commission regarding the Temporary Appointment of Lisa Fells, Probate Court Clerk, Pay Grade A05 Step 13 (\$46,600) to Probate Court Clerk Supervisor, Pay Grade A07 Step 7 (\$49,274). After discussion, the Commission agreed to place this item on the next agenda.

Judge Love briefed the Commission regarding a Position Fill Request for a Probate Court Clerk Supervisor, Position Number 750060027, for the Probate Judge's Office. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF DEPUTY DISTRICT ATTORNEY LLORIA JAMES

Chief Deputy District Attorney Lloria James briefed the Commission regarding Position Fill Requests for a Receptionist/Secretary, Position Number 400016001, a Legal Support Assistant, Position Number 408020001, a Grand Jury Coordinator, Position Number 408005009, and an Assistant Grand Jury Coordinator, Position Number 408030007 for the District Attorney's Office. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY LEAD ACADEMY BOARD CHAIR CHARLOTTE MEADOWS

LEAD Academy Board Chair Charlotte Meadows requested a share of the one cent sales tax for LEAD Academy. Commissioner Harris stated that he needed more clarification regarding the laws that allow Charter Schools to receive a portion of the one cent sales tax and stated that he would need a legal opinion regarding this matter. No action was taken by the Commission.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley briefed the Commission regarding a Renewal Amendment to the IncomeWorks Software License Agreement with Assessment Advisors, LLC, for web-based software. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR PHIL BRYANT WITH COMMUNITY CORRECTIONS

Executive Director Phil Bryant with Community Corrections briefed the Commission regarding the 2020-2021 Annual Community Corrections Plan. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding Amendment Number 1 to Contract with Twin Oaks Environmental regarding a one (1) year extension, beginning October 21, 2020 and ending October 20, 2021 and a 5% price increase for metal pipe, Contract Number 53000-19B-031. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake also mentioned that CSX Railroad plans to do repair work on the Wares Ferry Road railroad crossing at Rifle Range Road on August 24-25, 2020. This work may require partial closure of the railroad crossing.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk informed the Commission of upcoming events.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen briefed the Commission regarding Bid Award to Allied Logistics, Inc., dba Allied Commercial Services for the Courthouse move, Bid Award Number 51901-20B-022. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented a Renewal of an Amendment to Health Services Agreement with QCHC, Inc., regarding a One (1) Year Extension, beginning October 1, 2020 and ending on September 30, 2021 and a 5% price increase for healthcare services at the Montgomery County Youth Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented Amendment Number 3 to Contract with The Bridge, Inc., regarding a thirty (30) day extension, beginning October 1, 2020 and ending on October 30, 2020 for the Community-Based Adolescent Alternative Program. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented Amendment Number 1 to Contract with Borden Dairy of Alabama regarding a One (1) Year Extension, beginning October 7, 2020 and ending on October 6, 2021 for Milk and Juice Products, Contract Number 52603-19B-030. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen requested to recognize and deny a Claim regarding Theodore R. Noon. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented a Resolution Approving Terms of the Montgomery County Community Cooperative District Bonds. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented an Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for Festival Latino located at 7625 Jessie Reid Lane, Montgomery, AL 36105. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen informed the Commission that 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. Commissioner Singleton stated that he would contact Dr. Holloway and Mr. Steindorff to inquire if they would like to serve another term on the board. The Commission agreed to discuss this item at the next meeting.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Parks and Recreational Director James Williams.

The Pledge of Allegiance was led by Vice Chairman Walker.

Administrator Cauthen called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean and Vice Chairman Walker; Members Harris, Singleton and Sankey. Also present were County Attorney Tyrone C. Means and County Engineer George C. Speake.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of August 3, 2020. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Cauthen. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Page 1, is attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED PARAMETERS RESOLUTION WITH MONTGOMERY COUNTY COMMUNITY COOPERATIVE DISTRICT AND AUTHORIZATION OF EXECUTION OF BOND PURCHASE AGREEMENT AND RELATED DOCUMENTS

Vice Chairman Walker made a motion to adopt the Parameters Resolution with Montgomery County Community Cooperative District and Authorization of Execution of Bond Purchase Agreement and Related Documents. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 1-1 through 1-4, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED SOFTWARE SUBSCRIPTION AGREEMENT WITH ORIGAMI RISK, LLC REGARDING THE MANAGEMENT AND STORAGE OF CLAIMS DATA

Commissioner Harris made a motion to approve Software Subscription Agreement with Origami Risk, LLC regarding the Management and Storage of Claims Data. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Documents, Agenda Pages 2-1 through 2-24, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED DEDUCT CHANGE ORDER NUMBER 2 TO CONTRACT WITH NORRIS BUILDING CO., INC., REGARDING RENOVATION OF SHOWERS IN THE MONTGOMERY COUNTY DETENTION FACILITY (JAIL 2)

Commissioner Singleton made a motion to approve the Deduct Change Order Number 2 to Contract with Norris Building Co., Inc., regarding Renovation of Showers in the Montgomery County Detention Facility (Jail 2). The motion was seconded by Commissioner Harris and

unanimously approved by the Commission. (Copies of Memorandum, Change Order, Change Order Summary and Email, Agenda Pages 3-1 through 3-30, are attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2019 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S) AND RELATED RESOLUTION

Vice Chairman Walker made a motion to approve Insolvents, Errors and Taxes in Litigation for 2019 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and Related Resolution. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, 2019 Uncollected Insolvents and Taxes Document and Resolution, Agenda Pages 4-1 through 4-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Cauthen requested approval of the miscellaneous appropriations to agencies included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Harris made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 5-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Cauthen requested approval of the miscellaneous appropriations to agencies included in the Agenda.

Commissioner Harris made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests included in the August 17, 2020 Agenda. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 6-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Cauthen requested approval of the miscellaneous appropriations from designated revenue included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Vice Chairman Walker made a motion to approve to the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 7-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO BUFFALO ROCK COMPANY FOR VENDING MACHINE SERVICES, BID NUMBER 51988-20B-021

Commissioner Singleton made a motion to approve the Bid Award to Buffalo Rock Company for Vending Machine Services, Bid Number 51988-20B-02. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Bids and Agreement, Agenda Pages 8-1 through 8-5, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 4

Commissioner Singleton made a motion to approve Budget Change Request Number 4, Appraisal Department. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 9-1, is attached to these Minutes.)

BOARD OF REGISTRARS – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Harris made a motion to approve Budget Change Request Number 2, Board of Registrars. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 20

Commissioner Harris made a motion to approve Budget Change Request Number 20, County Commission Appropriations. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Commissioner Harris made a motion to approve Budget Change Request Number 3, Personnel Department. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Commissioner Harris made a motion to approve Budget Change Request Number 3, Revenue Commissioner's Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED ALLOCATION ONE FULL-TIME PUBLIC SAFETY COMMUNICATIONS DISPATCHER POSITION AND APPROVE RELATED POSITION FILL REQUEST, AND REMOVAL THE ALLOCATION OF TWO PART-TIME PUBLIC SAFETY COMMUNICATIONS DISPATCHER POSITIONS

Commissioner Singleton made a motion to approve the Allocation of One Full-Time Public Safety Communications Dispatcher Position and Related Position Fill Request, and Removal of the Allocation of Two Part-Time Public Safety Communications Dispatcher Positions. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 14-1 and 14-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

1. Corrections Officer Trainee, Position Number 500419147
2. Corrections Officer Sergeant, Position Number 500421054

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUESTS (3)

1. Customer Service Clerk, Position Number 750016015
2. Customer Service Clerk, Position Number 750016050
3. Customer Service Clerk, Position Number 750016060

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-1 through 16-3, are attached to these Minutes.)

YOUTH DETENTION FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Juvenile Detention Officer, Position Number 9003000008

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 17-1, is attached to these Minutes.)

YOUTH FACILITY JUVENILE COURT – APPROVED POSITION FILL REQUEST (1)

1. Juvenile Probation Officer, Position Number 930304007

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUEST (1)

DEPARTMENT

TRAVEL/TRAINING REQUEST

1. County Commission Request Number 9

Vice Chairman Walker made a motion to approve the Travel/Training Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of the Travel/Training Request, Agenda Page 19-1, is attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

COUNTY COMMISSION – ADOPTED RESOLUTION TO PROVIDE TIER I BENEFITS TO TIER II PLAN MEMBERS, SUBJECT TO APPROVAL BY THE EMPLOYEES’ RETIREMENT SYSTEM BOARD OF CONTROL

Commissioner Harris made a motion to adopt a Resolution to Provide Tier I Benefits to Tier II Plan Members, Subject to Approval by the Employees’ Retirement System Board of Control. The motion was seconded by Commissioner Sankey. Chairman Dean, Commissioners Harris, Singleton and Sankey voted in favor of the motion. Vice Chairman Walker voted in opposition and the motion carried. (Copies of Memorandum, Resolution, and Employer Plan Increase Rates Sheet, Agenda Pages 20-1 through 20-3, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED THE 2020-2021 ANNUAL COMMUNITY CORRECTIONS PLAN

Vice Chairman Walker made a motion to approve the 2020-2021 Annual Community Corrections Plan. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 21-1 and 21-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD TO ALLIED LOGISTICS, INC., DBA ALLIED COMMERCIAL SERVICES REGARDING THE COURTHOUSE MOVE, BID AWARD NUMBER 51901-20B-022

Commissioner Singleton made a motion to approve the Bid Award to Allied Logistics, Inc., dba Allied Commercial Services regarding the Courthouse Move, Bid Award Number 51901-20B-022. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Bids, Agenda Pages 22-1 and 22-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED THE RENOVATION TO FLATWOOD COMMUNITY CENTER BY FORCE ACCOUNT

Commissioner Sankey made a motion to approve the Renovation to Flatwood Community Center by Force Account. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bids and Documents, Agenda Pages 23-1 through 23-5, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND COUNTY ATTORNEY

County Attorney Means stated that he had an item to discuss during the Executive Session.

Commissioner Singleton had no comment.

Commissioner Sankey expressed his concerns for children who are being left home alone due to the COVID-19 pandemic while parents go to work. He stated that it is time to start looking into opening more community centers and churches to provide a place of learning for these children.

Vice Chairman Walker had no comment.

Commissioner Harris had no comment.

Chairman Dean stated that the City of Montgomery is proposing to invest a large amount of money to support the opening of neighborhood community centers. He suggested the Commission consider what it can do support this effort.

RECESS TO EXECUTIVE SESSION

Administrator Cauthen presented a letter from County Attorney Tyrone C. Means regarding the Calling of an Executive Session to discuss pending litigation. Commissioner Harris made a motion to go into the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by each Commissioner, openly giving their individual vote. She stated that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of Letter from Tyrone C. Means and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 24-1 and 24-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Commissioner Singleton made a motion to recess the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

Chairman Dean recessed the Executive Session to the Formal Session.

FORMAL SESSION

ADJOURNMENT

Vice Chairman Walker made a motion to adjourn the meeting of the Montgomery County at 10:20 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

**MONTGOMERY COUNTY COMMISSION
MEETING DATE AUGUST 17, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 7-31-2020	
Check Numbers: 295365 – 295471	Total Checks Paid: \$ 1,040,598.51

Replaced Check#290678 with Check# 295364
EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 8-7-2020	
Check Numbers: 295472 – 295583	Total Checks Paid: \$ 565,338.77

EFT's included in amounts

PAYROLL CHECKS DATED 8-14-2020	
Check Numbers: 134856 – 134927	Total: \$ 105,928.03
Direct Deposits	Total: \$ 1,426,496.88
Federal Deposits	Total: \$ 286,336.60
Total Payroll Paid	Total: \$ 1,818,761.51

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

AUG 17 2020

July 30, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen 

SUBJECT: Parameters Resolution

Attached is a resolution that incorporates the parameters of the Funding Agreement with Montgomery County Community Cooperative District adopted by the Commission on November 12, 2019, and authorizes the Chairman of the Commission to sign the Bond Purchase Agreement and other documents approving the sale of bonds.

Mike Dunn will present this resolution at the meeting on Monday and will answer any questions you may have.

I, the undersigned County Administrator of Montgomery County, Alabama, hereby certify that the attached pages numbered consecutively from 1 to 3, inclusive, constitute a true, correct, and complete copy of a resolution and order adopted by the Montgomery County Commission at a regular meeting of said County Commission held on August 17, 2020, as the same appears in the records of said County Commission, and that said resolution and order has not been rescinded, repealed, or amended in any respect and is still in full force and effect.

WITNESS my signature, as County Administrator of Montgomery County, Alabama, under its seal, this 17th day of August, 2020.

[S E A L]

County Administrator of
Montgomery County, Alabama

BE IT RESOLVED AND ORDERED by the Montgomery County Commission as follows:

Section 1. Findings. The Montgomery County Commission (the "Commission"), which is the governing body of Montgomery County, Alabama (the "County"), has found and ascertained and does hereby declare as follows:

(a) the Montgomery County Community Cooperative District (the "District") has been formed to acquire, construct, equip and operate whitewater rafting and other recreational facilities, entertainment facilities, dining facilities, retail facilities and other related and/or additional facilities (collectively, the "Project") within the City of Montgomery, Alabama (the "City") on certain property adjacent to Maxwell Air Force Base;

(b) the District will finance the Project in part through the issuance of its revenue bonds (the "Bonds");

(c) the Commission has previously approved its resolution on October 21, 2019 (the "Funding Resolution") authorizing and agreeing to enter into a Funding Agreement (the "Funding Agreement") with the District, pursuant to which the County will agree to pay the principal and interest on the Bonds; and

(d) in order to prepare for the issuance and sale of the Bonds, it is necessary and desirable for the Commission to authorize the Chairman of the County Commission to sign and execute the Bond Purchase Agreement and other necessary documents approving the sale of the Bonds.

Section 2. Incorporation of Parameters. The Commission hereby incorporates the requirements for the authorization of the Funding Agreement as set forth in the Funding Resolution as parameters for the authorization and execution of the Bond Purchase Agreement.

Section 3. Authorized Signatory to Sign and Execute Necessary Documents. The Commission hereby authorizes the Chairman of the Commission to sign and execute the Bond Purchase Agreement with respect to the Bonds and other necessary documents approving the sale of the Bonds.

Section 4. Effective Date. This resolution shall be effective immediately.

Commissioner _____ thereupon moved that said resolution be adopted, which motion was seconded by _____, and, upon the said motion being put to vote, the following vote was recorded:

YEAS:

NAYS:

The Chairman thereupon declared that said resolution had been duly adopted.

* * * *

There being no further business to come before the meeting, the same was adjourned.

Chairman of the
Montgomery County Commission

County Administrator of the
Montgomery County Commission

AGENDA

AUG 17 2020

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
ADMINISTRATOR

July 29, 2020

MEMORANDUM

TO: Florence Cauthen
County Administrator

FROM: Holly H. Leverette
Director of Risk Management

SUBJECT: Approval of New Risk Management Information System Software Subscription
Agreement & Statement of Work.

It was brought to my attention by IT when I started here that the current Risk Management Information System being utilized to manage and store claims data was not able to be supported. We also would not be able to load the software on any additional computers but the one it was currently loaded on. Further, these older legacy systems are more vulnerable to security breaches because they are not supported. For these reasons it was strongly recommended that Risk Management find a new system to meet our needs.

The system selected is Origami Risk. In addition to being able to meet and exceed all the Risk Management Departments needs, Origami Risk has created a portal that as a client we would have access to for Covid-19 exposure tracking and reporting. This expense is one that is unbudgeted, however the first year and implementation fees will be able to be submitted for reimbursement under the CARES Act.

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

Attachments

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into as of August 17, 2020 (the “**Effective Date**”) by and between ORIGAMI RISK LLC, a Delaware limited liability company (“**Origami**”), and Montgomery County Commission (“**Client**”). Origami and Client hereby agree as follows:

1. **DEFINITIONS.**

“**Affiliate**” means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by, or under common control with, such party.

“**Client Data**” means the data provided or inputted by or on behalf of Client or any User or Affiliate of Client for use with the Service.

“**Client Party**” means Client and each of its Affiliates and Users.

“**Confidential Information**” means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.

“**Customizations**” means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

“**Documentation**” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

“**Fees**” means the fees payable pursuant to this Agreement as set forth in any Statement of Work.

“**Intellectual Property Rights**” means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

“**Professional Services**” means professional services provided by Origami to Client as set forth in any Statement of Work.

“**Service**” means Origami’s software-as-a-service identified in the Statement of Work and accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address or mobile application, rendered to Client by Origami.

“**Statement of Work**” means any statement of work entered into and mutually approved in writing by the

parties pursuant to this Agreement from time to time. The initial Statement of Work is attached hereto as Exhibit A, and the pricing detail with respect to such Statement of Work is attached hereto as Exhibit B.

“**User**” means any employee, contractor, agent, customer, investor, consultant or service provider of Client or any of Client’s Affiliates who uses or accesses the Service or any other person or entity that is provided user credentials to the Service by or on behalf of Client or any of Client’s Affiliates.

“**Work Product**” means Customizations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Customizations, and all Intellectual Property Rights subsumed therein.

2. **SERVICE.**

(a) **Service.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Origami hereby grants Client a non-exclusive right to permit its Users to access the Service via the Internet. Client, its Affiliates and Users may use the Service solely for internal business of Client, its Affiliates and Users. Users shall use the Service in accordance with this Agreement and the applicable Statement of Work and Documentation.

(b) **Storage.** Client may store Client Data through the Service up to the amount set forth in the applicable Statement of Work. If the amount of storage used exceeds this limit, Client will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work.

(c) **Service Level Agreement.** Origami’s Service Level Agreement with respect to the Service is set forth as Exhibit C (the “**Service Level Agreement**”). Any Excluded Event (as defined in such Service Level Agreement) and any unavailability of the Service that does not constitute a failure of the Availability Requirement set forth in such Service Level Agreement shall not constitute a breach of this Agreement.

(d) **Restrictions.** Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or

ORIGAMI RISK

any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that would reasonably be expected to damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server (and if any access or use of the Service does damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server, then Client shall promptly discontinue such access or use upon written notice of such by Origami); (vi) take any action that would reasonably be expected to interfere with any third party's use and enjoyment of the Service (and if any Client action does interfere with any third party's use and enjoyment of the Service, then Client shall promptly discontinue such action upon written notice of such by Origami); (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Origami server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; (x) perform any vulnerability scanning or penetration testing on the Service or Origami's systems or networks without Origami's explicit prior written consent for each such scan or test; or (xi) access the Service in order to (A) build a competitive product or service, or (B) build a product using similar unique and confidential ideas, features, functions or graphics of the Service.

(e) **Users.** Client may permit the number of authorized Users as set forth in the Statement of Work to use the Service. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Statement of Work and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Statement of Work or Documentation. The Service allows Client to grant different levels of access to Client Data, to different Users, as described in more detail in the Statement of Work. It is Client's responsibility to designate the applicable access to be granted to each User. Client shall cause all Users to comply with all obligations of Client hereunder, to the extent applicable to Users. Except for Client's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User. Client's failure to cause a User to comply

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with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by Client.

(f) **Third Party Access.** Client shall also have the right for Client and its Affiliates to permit third party Users to access or use the Service in accordance with the terms and conditions of this Agreement and the applicable Statement of Work, provided that each such third party User has agreed in writing to Origami's Third Party User Agreement ("**Third Party Terms**") prior to or upon such User's initial login to the Service. Such Third Party Terms are available from Origami upon request. Client may meet this requirement with respect to any third party User by requiring such third party User to accept the Third Party Terms as part of a click-through that can be enabled to appear upon such third party User's initial login to the Service. Any rights granted hereunder or under the Third Party Terms with respect to the Service to third party Users shall expire or terminate immediately upon the termination of this Agreement in accordance with its terms. Client shall be fully responsible for (i) ensuring the compliance of each Client Party with the terms and conditions of this Agreement, the applicable Statement of Work and Documentation, and the applicable Third Party User Agreement, and (ii) all violations of the terms or conditions of this Agreement, the applicable Statement of Work and Documentation, and the applicable Third Party Terms by each Client Party.

(g) **Professional Services.** During the term of this Agreement, Origami will make available to Client certain Professional Services to the extent set forth in the Statement of Work. Client may also contract for expanded services for additional days and hours in accordance with the rates set forth in the Statement of Work, or if no such rates are specified, Origami's then-current policies and prices. Notwithstanding the foregoing, Origami will not be obligated to provide any support required as a result of, or with respect to, (i) Client's operating systems, networks, hardware, or other related equipment of Client, or (ii) Client's or any of its Users' use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Agreement.

(h) **Client Obligations.** Client shall: (i) provide Origami with reasonable access to Client's premises to the extent necessary to enable Origami to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service; (iv) assign personnel with relevant training and experience to work in consultation with Origami; (v) meet the requirements to use the Service as set forth at <http://www.origamirisk.com/product-requirements>; (vi) safeguard the usernames, passwords and other security data,

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methods and devices furnished to Client in connection with the Service and prevent unauthorized access to or use of the Service and promptly notify Origami if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) be responsible for Client networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format as set forth in the Service Level Agreement or as otherwise mutually agreed by the parties; (x) obtain all consents and authorizations from any third parties that Client requires in order for Origami to provide the Service and perform the Professional Services, and (xi) take such other actions as are required of Client pursuant to this Agreement, including any Statement of Work.

(i) **Client Warranty.** The parties acknowledge and agree that during the term of this Agreement a Client Party or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Origami for the benefit of a Client Party. With respect to any Client Data so disclosed by, or on behalf of, a Client Party to Origami, Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties operating on Client's behalf are authorized to collect, use and disclose the Client Data to Origami for use and storage pursuant to this Agreement; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Origami to use, store, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(j) **Non-Origami Events.** Client acknowledges and agrees that Origami shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including any Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in this Agreement or any Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3) Force Majeure Event.

(k) **Mobile Service.** The Service may include certain services that are available via an application downloaded and installed on a mobile device. To the extent

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Client chooses to use such application, Client acknowledges and agrees that Client Data may be stored locally on a mobile device as part of such service and that the physical security of any mobile device used to access such services is Client's responsibility. If Client or any User elects to store data on a mobile device, Origami shall not be responsible for any loss of Client Data or any other data on such device.

3. INTELLECTUAL PROPERTY RIGHTS.

(a) **Origami Intellectual Property Rights.** As between Origami and Client, Origami owns all right, title and interest, including all related Intellectual Property Rights in and to, or related to the Service and Work Product, including all software programs contained therein. To the extent that any such Intellectual Property Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Intellectual Property Rights to Origami or its licensors, and to do all other acts reasonably necessary to perfect Origami's or its licensors' ownership thereof, without additional consideration of any kind. The Origami name, the Origami logos, and the product names associated with the Service are trademarks of Origami or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Service and Work Product are reserved by Origami, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Service or Work Product upon Client, by implication, estoppel or otherwise. In addition, Client agrees and acknowledges that Origami shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Client expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Origami shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to Client as part of the Service to the extent set forth in the Statement of Work, and Client shall have no other right to use any Work Product. Nothing in this Section shall affect the ownership by Client of all Client Data as provided below or other Client proprietary information.

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(b) **Client Data.** Client Data shall be Confidential Information of Client under this Agreement. As between Origami and Client, Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be the Service or Work Product, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Origami shall not review, monitor or check the Client Data except as necessary to provide the Service to Client. Origami shall not be responsible or liable for the deletion, destruction, damage or loss of any Client Data through no fault of Origami or its providers without limiting Origami's liability to maintain backup data as set forth in the Service Level Agreement. Upon Client's written request within 30 days following the termination of this Agreement, Origami will at its expense provide electronic files to Client in delimited text format containing Client's Client Data. Subject to Origami's confidentiality obligations set forth in this Agreement, Client agrees that Origami shall have the right to collect and use data or information resulting from a Client Party's use of the Service so long as such data and information is de-identified and aggregated so that it cannot identify, be traced back to or otherwise be associated in any manner with Client or any particular individual.

(c) **Notices of Infringement.** In the event Client discovers or is notified of an actual or suspected infringement of the rights of Origami or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "**Infringement**"), Client shall promptly notify Origami of such known or suspected Infringement and terminate such Infringement to the extent within Client's control. Client agrees to reasonably cooperate with and assist Origami (at Origami's sole expense) in protecting, enforcing and defending Origami's rights in and to the Service.

4. FINANCIAL TERMS.

(a) **Fees.** Client shall pay to Origami the Fees set forth in any Statement of Work or as otherwise agreed in writing by the parties.

(b) **Expenses.** Client shall reimburse Origami for all pre-authorized in writing, reasonable, documented out of pocket travel, lodging, meal and other expenses reasonably incurred by Origami in the course of performing the Service.

(c) **Taxes.** Client shall be liable for any taxes (including without limitation sales, use, excise and gross receipts taxes), charges, tariffs, and duties and any interest and penalties arising under this Agreement, excluding taxes

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based upon Origami's income. All such taxes may be included in amounts invoiced by Origami to Client.

(d) **Payments.** All Fees under this Agreement shall be payable by Client in accordance with the applicable Statement of Work or as otherwise agreed by the parties. Fees shall be due within 30 days of invoice date. Payments remitted after 30 days shall bear interest at 1.5 percent per month. Except as provided in Sections 7(b) and 9(a), all Fees paid hereunder are non-refundable.

5. CONFIDENTIALITY.

(a) **Confidential Information.** Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "**Receiving Party**"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "**Disclosing Party**") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under this Agreement, including any Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that the Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, subcontractors, agents, Affiliates or other representatives (collectively, the "**Representatives**") who have a need to know and who are bound by confidentiality obligations with respect to such Confidential Information that are substantially similar to those set forth in this Section. The Receiving Party shall be responsible and liable for any breach of this Section by any of its Representatives. This Agreement (including all Statements of Work and pricing thereunder) and all Intellectual Property Rights with respect to the Service and Work Product shall be deemed to be Confidential Information of Origami under this Agreement.

(b) **Exclusions.** The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its Representatives prior to such disclosure or is independently developed by the Receiving Party or its

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Representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its Representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

(c) **Return of Confidential Information.**

Upon termination or expiration of this Agreement, the Receiving Party will promptly return or destroy any Confidential Information in the possession or control of the Receiving Party. Origami's obligation to return and destroy Client Data is set forth in Section 3(b).

6. **DATA SECURITY.**

(a) **Audit Report.** Upon Client's written request to Origami during the term of this Agreement (no more than once in any 12-month period), Origami shall provide a copy of its Service Organization Control (SOC) 2 audit report (or an equivalent audit report or pursuant to a successor standard) ("**SOC 2 Report**") to Client, and such report shall contain an unqualified opinion. Such audit report shall be deemed Confidential Information under the terms of this Agreement.

(b) **Safeguards.** Origami shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect the security and privacy of Client Data. Such safeguards are described in Origami's most recently completed SOC 2 Report. In no event during the term of this Agreement will Origami materially diminish the protections provided by the controls set forth in such SOC 2 Report. Such safeguards shall comply with data privacy laws that are applicable to Origami in its performance of this Agreement, including, without limitation, any applicable data privacy laws addressing personally identifiable information that may be contained in the Client Data. Origami shall also maintain an internal information security management program that addresses data security and the security controls employed by Origami in compliance with this Agreement. Origami shall encrypt Client Data as set forth in the Service Level Agreement.

(c) **Notification.** Origami shall inform Client promptly and without undue delay in the event that it learns of any breach of Origami's systems resulting in unauthorized disclosure of, or access to, any Client Data.

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Any such notice will provide a description about the Client Data that was accessed to the extent available at the time of the notice. Origami will provide regular updates to Client as additional details about the nature of the affected Client Data become available. Origami agrees to mitigate, to the extent practicable, any harmful effects from such breach that are or become known to Origami.

7. **TERM AND TERMINATION.**

(a) **Term.** This Agreement shall commence on the Effective Date and remain in effect for three years, unless terminated sooner in accordance with this Section.

(b) **Termination.** This Agreement may be terminated by either party upon written notice to the other party if the other party breaches any material term and fails to cure such breach within 30 days after receipt of written notice of such breach. If Client terminates the Agreement for Origami's breach in accordance with this Section, Origami shall refund to Client, within 45 days of the effective date of such termination, any prepaid but unearned Fees paid to Origami in advance by Client.

(c) **Events Upon Termination.** Upon the termination of this Agreement: (i) Origami shall cease providing the Service to Client, and Client and its Users shall cease use of the Service; and (ii) Origami shall invoice Client for all accrued Fees and all reimbursable expenses. Client shall pay the invoiced amounts, including from previously issued invoices, within 30 days of the date of such invoice.

(d) **Survival.** Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 2(i), 2(j), 3, 5, 7(c), 7(d), 8(c), and 9 through 13, as well as all payment obligations, shall survive.

8. **LIMITED WARRANTY.**

(a) **Service Warranty.** Origami warrants that the Service will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Origami from time to time. Client's sole remedy for any breach by Origami of the warranty provided in this Section shall be replacement of the nonconforming Service, at Origami's sole expense, as described herein. Origami shall deliver to Client replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Origami notice of an apparent nonconformity that Origami reasonably determines is not due to any fault or failure of the Service to conform to the warranty provided herein, all

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time spent by Origami resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client's client service hours, or, if client service hours have been exhausted, charged to Client at Origami's then current hourly rate for such services.

(b) **Professional Services Warranty.** Origami represents and warrants that the Professional Services shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by Origami in performing similar services for other clients. Client's sole remedy for breach of this warranty shall be re-performance of the nonconforming Professional Services, provided that Origami must have received written notice of the nonconformity from Client no later than 30 days after the original performance of the applicable Professional Services by Origami.

(c) **Disclaimers.**

(i) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ORIGAMI MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, WORK PRODUCT, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY CLIENT AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ORIGAMI HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ORIGAMI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

(ii) CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY CLIENT IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORIGAMI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO ORIGAMI AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

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(iii) Origami shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Origami receives from a Client Party or third party sources and including the data's accuracy or completeness, or Client's claim handling or other decisions. Origami disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Origami shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any Client Party to the extent such access or use is not authorized by this Agreement.

9. INDEMNIFICATION BY ORIGAMI.

(a) **Indemnification.** Origami agrees to indemnify, defend, settle, or pay any third party claim or action against a Client Party for infringement of any U.S. patent or copyright arising from Client's use of the Service in accordance with this Agreement. If the Service or any part of the Service is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Origami shall, at its own expense and as Client's sole remedy therefor (other than the indemnification obligation set forth above), either: (i) procure for Client the right to continue to use the Service; or (ii) modify the Service to make it non-infringing, provided that such modification does not materially adversely affect Client's authorized use of the Service; or (iii) replace the Service with a functionally equivalent non-infringing program at no additional charge to Client; or (iv) if none of the foregoing alternatives is reasonably available to Origami, terminate this Agreement and refund to Client any prepaid but unearned Fees paid to Origami in advance by Client prior to the effective date of the termination.

(b) **Exclusions.** Origami's indemnification obligations under Section 9(a) shall not apply to the extent the claim is based on: (i) modifications to the Service or any component thereof made by anyone other than Origami or on behalf of Origami; (ii) use of any Service in combination with a product not supplied by Origami; or (iii) use of any Service other than in accordance with this Agreement and the Documentation.

(c) **Additional Indemnification.** Origami agrees to protect, defend, indemnify and hold Client and its employees, agents, officers and servants free and harmless from any and all third party losses, claims, liens, judgments, penalties, interests, court costs, legal fees, and all other

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reasonable expenses incurred by Client for any death, bodily injury, or damages to tangible property, but only in the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Origami, its employees, agents and officers.

(d) **Conduct.** Origami shall have the sole right to conduct the defense of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. Client agrees to cooperate and ensure that each Client Party cooperates with Origami in doing so. Client agrees to give Origami prompt written notice, in no case longer than within seven days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents each Client Party may receive relating thereto.

10. INTENTIONALLY OMITTED.

11. LIMITATION OF LIABILITY.

(a) **Disclaimer of Damages.** IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE OR THE PROFESSIONAL SERVICES EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.

12. EXPORT CONTROL.

(a) **Export.** Client shall not export the Service or any Work Product in violation of applicable United States laws and regulations. Client also agrees that it will not knowingly export, directly or indirectly, the Service or

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any Work Product (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List or any person or entity on the Department of Commerce Denied Persons List, each currently available at <http://www.bis.doc.gov>; or (iii) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control or to any person or entity on the lists of prohibited entities and persons maintained by such office, currently available at <http://www.ustreas.gov/ofac>.

(b) **Disclaimer.** Origami makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America, Canada and/or the European Union, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to applicable law is prohibited.

13. GENERAL.

(a) **Notices.** Any notice, request, demand or other communication (each, a "Notice") given pursuant to this Agreement must be in writing and delivered to the other party by either personal delivery, Certified Mail (return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid) or e-mail at the address of such party listed on the signature page to this Agreement. Notices sent via e-mail will be deemed delivered upon the recipient's confirmation of receipt. A party may change its address by giving Notice pursuant to this Section.

(b) **Assignment.** Neither party shall have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of the other party; provided, however, that no written consent shall be required to assign or transfer this Agreement to any parent or wholly owned subsidiary of a party, and further provided that Origami may assign or transfer this Agreement without Client's prior written consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

(c) **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

(d) **Publicity.** Without prior written approval signed by an authorized representative of the other party,

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neither party shall, directly or indirectly, make any public announcement related to this Agreement or the Service. Notwithstanding the foregoing, Origami may disclose the fact that Client has procured a license for the Service; provided that Origami will not state or imply that Client endorses or recommends the Service without the written permission of Client.

(e) **Entire Agreement; Amendments.** This Agreement (including all exhibits, appendices, schedules and attachments hereto) constitutes the final agreement between the parties. All prior and contemporaneous oral and written communications, negotiations and agreements between the parties on the matters contained in this Agreement, including, without limitation, any nondisclosure or confidentiality agreements entered into between the parties prior to the date of this Agreement, are expressly merged into and superseded by this Agreement. No terms or conditions contained in any purchase order shall amend this Agreement or shall otherwise constitute an agreement between the parties. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(f) **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

(g) **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(h) **Governing Law.** The laws of the State of Alabama (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement.

(i) **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

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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 Diligent.

(j) **Force Majeure.** Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement (except for payment) because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on servers, or any inability to transmit or receive information over the Internet (each, a “**Force Majeure Event**”), nor shall any such failure or delay give any party the right to terminate this Agreement.

(k) **Certain Remedies.** Each party acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Origami’s breach of Section 3(b) or 5 of this Agreement or Client’s breach of Section 2, 3 or 5 of this Agreement; and (ii) breach of any such provision of this Agreement would result in ongoing damages to the non-breaching party that could not be adequately compensated by monetary damages. Accordingly, each party agrees that in the event of any actual or threatened breach of any such provision of this Agreement, the non-breaching party shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to seek injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against the other party to prevent any actual or threatened breach of any such provision and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

(l) **Counterparts.** This Agreement and each Statement of Work may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Statement of Work by PDF or other electronic means shall be as effective as delivery of a

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manually executed counterpart of this Agreement or such
Statement of Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ORIGAMI RISK LLC

MONTGOMERY COUNTY COMMISSION

By:  

By: _____

Name: Earnest Bentley
(Print Name)

Name: _____
(Print Name)

Title: President, Risk Solutions

Title: _____

Address: 222 N. LaSalle St.
Suite 2125
Chicago, IL 60601

Address: _____

Email: legal@origamirisk.com

Email: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for Montgomery County Commission ("Client"). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami, into which it will now be integrated as Exhibit A.

PROJECT SCOPE

Provide and implement Origami's Risk Management Information System (RMIS) (the "Service") to help ensure accurate and consistent tracking and reporting of claims, incidents, policies, locations and exposures, as applicable.

Project Priorities: The immediate priorities focus on the following areas:

(i) Convert and load data from previous RMIS via Excel Spreadsheet

Origami will convert the Client's previous RMIS claim data and import into the Service. This process requires the receipt of timely and accurate data from the previous RMIS in an Excel format acceptable for import into Origami, and requires collaboration between Origami and Client to evaluate and resolve data anomalies uncovered throughout the conversion process.

(ii) Claims Management

Origami will work with Client to configure and deploy the standard claim features of the Service to empower Client to track and manage claims in the Service. Origami and Client will collaborate on the layout of the screens for each coverage along with any workflows which may be triggered by the creation or edit of such incident records.

CLIENT ROLES AND RESPONSIBILITIES

Client will identify a System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and to provide ongoing production support to Client's Users. The Client SA and, from time to time, other Client employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The Client SA will also be responsible for setting up, assigning security rights, and maintaining user IDs for all Users.

Client will have final responsibility for decisions regarding the configurations or customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created by or for Client or Client's users in the Service. For all such configurations and customizations, Client shall be responsible for quality assurance to ensure that such configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.

LICENSES

<u>Base Functionality</u>		
<u>Functionality</u>	<u>Selected</u>	<u>Description</u>
RMIS	Yes	Includes functionality related to risk management, including incidents, claims, insurance policy management, locations, certificates of insurance, safety, and risk management portal.
Claims Adjudication	No	Includes additional functionality related to claims adjudication.
Policy Underwriting and Issuance	No	Includes additional functionality related to policy underwriting and issuance.
Government Risk & Compliance (GRC)	No	Includes GRC/ERM functionality.
* Origami may also offer other base functionality not included under this SOW.		

<u>User Licenses</u>		
<u>License</u>	<u>Quantity</u>	<u>Description</u>
Full User	1	These licenses have access to all the capabilities and features of the Service under the base functionality selected above, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.
Light User	0	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service under the selected base functionality. Light Users do not have access to Administration features or Extended Functionality features.
Claims Adjusting User	0	These licenses have access to all the features and capabilities of the Service under the base functionality selected above, including those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.

<u>Non-Named-User Access Licenses</u>			
<u>License</u>	<u>Selected</u>	<u>Quantity</u>	<u>Description</u>
Enterprise Wide Record Entry	No	Up to 0 <u>records</u> added per year	These licenses are not named licenses and have access only to enter records either by (1) an anonymous collection portal, by clicking an anonymous collection link generated via Origami's administration features ("Portal Data Entry") or (2) granting access to a URL sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record ("Grant Access").
Enterprise Values Collection	No	0 <u>Users</u>	These licenses allow representatives in the field to enter data through the Service's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data.

<u>Extended Functionality Licenses</u>			
<u>License</u>	<u>Selected</u>	<u>Quantity</u>	<u>Description</u>
API Access	No	<u>N/A</u>	This license provides access to Origami's web service REST APIs using calls. API calls may be made concurrently, subject to reasonable limitation when needed to preserve system performance. Requires a minimum of five (5) Full Users and/or Claims Adjusting Users.
Secure Email	No	Up to 0 <u>Secure Emails</u> sent per month	This license provides secure email functionality, which provides password protected hosting for email communications from and to the Service.
OCR Scanning	No	<u>Not Included</u>	This license provides optical character recognition (OCR) functionality for mapping specified data from scanned documents to data fields within the Service.
Certificate of Insurance Tracking	No	0 <u>Insureds</u> over initial 100	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors or customers. The first 100 insureds are provided at no additional cost, and this license provides the ability to track certificates for more than 100 insureds.

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SMS Messaging	No	0 SMS Messages (over initial 500)	This license provides the ability to send SMS messages as workflow actions within the Service's administration features. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
Two Factor Authentication	No	0 2FA Messages (over initial 500)	This license provides the ability to send SMS and/or email messages to users to validate their identity before logging in from a new device and/or once every 30 days from the same device. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
Mobile Forms App	No	Not Included	Origami's Mobile Forms App may be used by any named user for no additional license fee, but service hours are required for configuration.
Mobile Claimant App	No	Not Included	Origami's Mobile Claimant App may be used by any named user for no additional license fee, but service hours are required for configuration. Requires a minimum of three (3) Claims Adjusting Users.
Workers' Compensation Solutions	No	Jurisdictions: N/A	This license includes the following Origami Compliance solutions (this functionality is only available to Claims Adjusting Users): • Automated EDI FROI/SROI State Reporting via Mitchell • Indemnity Benefits Rates • Workers' Compensation State Forms
ODG Integration User	No	0 Users	This license provides integration with ODG's Return to Work guidelines. Only Claims Adjusting Users and Full Users may utilize this feature. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes.
Tableau	No	0 Users	This license allows Origami users to access Tableau within the Origami environment, providing enhanced data visualization.
eSignature Integration	No	0 Envelopes	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.

License Notes:

1. Origami adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.
2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. Client may agree to add such an Extended Functionality License in a separate Statement of Work.

HOSTING

Origami will provide data hosting for up to 5,000 claims and incidents. In addition, Origami will provide 50GB of searchable file attachment hosting. Additional hosting is available at any time during the term of this SOW as set forth in the Pricing section below.

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

IMPLEMENTATION PROCESS

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, training users, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Service platform for the purposes described in the Project Scope above, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Upon Go-Live, Origami will move Client from its staging environment to its live production environment, and continued use of Origami's staging environment after Go-Live will incur additional hosting fees.

Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Origami provides implementation for a fixed price based on reasonable estimates from Client and Client's continued and uninterrupted effort toward Go-Live. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation. If necessary, Client will be allowed up to one implementation "pause" not to exceed 30 days. Any additional pauses in implementation or failures to meet the obligations above will result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami's bundled hourly rate set forth below after crediting Client for any remaining unused portion of the fixed price. Origami may pause and reallocate its resources as reasonable in the event of significant delays.

System Configuration

Origami will:

- Configure up to 1 default dashboard using standard Origami dashboard widgets
- Configure up to 10 reports using standard Origami RMIS templates
- Configure up to 2 report distribution lists
- Configure claim form layouts for up to five lines of coverage
- Configure 1 Location form layout
- Configure up to 3 data entry events with corresponding system actions
- Configure up to 1 User Security Profile

Client will:

- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

Convert Legacy System RiskPro via Excel

Origami will:

- Convert the legacy data and import into the Service. Legacy data will include:
 - Claims

Client will:

- Arrange for an extract of claim data from the legacy provider in an Excel form at acceptable for import into Origami.

Configuration of Claims

Origami will:

- Configure the claim Screens to accurately mirror Client's existing process (with below improvements)

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- Build the workflow in the Service for proper email notification, mail merge document distribution and task creation according to Client's business rules.

Client will:

- Provide screen shots of existing intake forms currently in use.
- Work with Origami to identify opportunities to improve on current intake forms and process.
- Specify the workflows and individuals required for event triggered emails, tasks and mail merge

Training

Origami will:

- Provide 4 hours of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Professional Service hours will be eroded for training in future years. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

Client will:

- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.

PROJECT MANAGEMENT OPTION SELECTED:

Origami is founded on a set of **ITERATIVE** processes from top to bottom. These contemporary tenets are the foundation of Origami's ability to deliver better service and faster and more accurate implementations. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:

Included - Iterative Project Management

Not Included - Traditional Project Management

Iterative Project Management - Included

Origami will:

- Schedule and lead initial kickoff call or meeting
- Maintain schedule with key deliverables and expected dates
- Lead status calls twice per month
- Maintain project status document containing priority list, open items and changes which may impact timeline
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule and assign project management as shared role of team members
- The Service's administrative tools and screens serve as documentation of the implementation for Client's System Administrator to reference.

Client will:

- Participate in status calls and working meetings
- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
- Coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule

Traditional Project Management – Not Included

If included, in addition to the responsibilities listed in Iterative Project Management above, Origami will designate a Project Manager to provide a specified number of hours of project management during the Implementation. This Project Manager will (1) manage the Origami tasks listed in Iterative Project Management above, (2) coordinate meetings and discussions with stakeholders as needed to maintain project progress, and (3) maintain a library of written artifacts and documentation including:

- | | |
|--|--|
| ○ Formal project kickoff agenda | ○ On site agendas |
| ○ Communication plan | ○ Change control management |
| ○ Formal stakeholder analysis | ○ Executive steering committee status call agenda (as needed) |
| ○ Project charter | ○ Origami governance decision management document |
| ○ Collaboration website | ○ UAT test plan for critical items (dependent on Client input and test cases provided) |
| ○ Detailed work breakdown structure | ○ Executive project dashboard |
| ○ Weekly project status calls, agenda, meeting notes | ○ Lessons learned analysis |
| ○ Detailed issues and risks log | |
| ○ Action items list | |
| ○ Detailed project plan | |

ONGOING SUPPORT

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW. If the parties agree that certain parts of the Service will go Live before others, this section will apply to each part upon going Live.

Professional Services

This SOW includes up to 21 hours of Professional Services in the first year, up to 21 hours in the second year, and up to 21 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:

- Helpdesk support for users
- Additional user training
- General assistance utilizing the Service
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is \$35,919 for the first year, \$18,910 for year two, and \$18,910 for year three of this SOW. Exhibit B provides a detailed breakdown of the components of the price.

Payment for Year 1 will be invoiced and due upon execution of this SOW. Payments for Year 2 and 3 are due annually upfront on the anniversary date of this SOW.

If needed, additional services can be purchased through an addendum to this SOW. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

ADDITIONAL PRICING:

1. If Client requires additional hosting during the term of this SOW, additional hosting fees will apply as follows:

- Current annual fee for hosting of up to 5,000 Claims / Incidents = \$7,500

- Annual fee for hosting of 5,001-10,000 Claims / Incidents = \$10,000

- Annual fee for hosting of 10,001-25,000 Claims / Incidents = \$15,000

- Current annual hosting fee includes 50GB of searchable File Attachment hosting

- Additional searchable File Attachment hosting is \$2,500 per 50GB per year

2. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate of \$260/hr. Bundled hours (minimum of 10) may be added prior to the start of each contract year at Origami's bundled rate of \$210/hr.

3. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

By:  

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: July 28, 2020

MONTGOMERY COUNTY COMMISSION

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____

EXHIBIT B
PRICING DETAIL

<u>RMIS</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Comments</u>
Licensing				
Software License	\$5,000	\$5,000	\$5,000	• Origami RMIS Software License
User Licenses	\$2,000	\$2,000	\$2,000	• 1 Full User
Hosting				
Hosting	\$7,500	\$7,500	\$7,500	• ASP Hosting / Data Storage Fees for up to 5,000 claims/incidents/policies/employees. • Includes 50GB of file storage
Professional Services				
Implementation Fee	\$21,000			• See below for deliverables* • Limited System Configuration • 4 hours User Training
Ongoing Support	\$4,410	\$4,410	\$4,410	• 21 Ongoing Support Hours in Years 1, 2, 3, 4 & 5
Total Cost	\$39,910	\$18,910	\$18,910	<i>This quote is valid until 11/30/2020</i>
Discount	-\$3,991			<i>Discount</i>
Discounted Cost	\$35,919	\$18,910	\$18,910	<i>Discounted Cost</i>

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

Origami Risk will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the "Availability Requirement"). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

"Excluded Event" means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami's or its direct service providers' reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client's affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client's equipment or non-Origami software. The Availability Requirement applies only to Origami's production environment and not to Origami's staging environment.

Service Credits:

In the event there is a material failure of Origami's service to meet the Availability Requirement (a "Service Level Failure") in any calendar month, then Client shall have the following sole and exclusive remedy: Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (i.e., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a "Service Credit"). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, professional services fees or any other prepaid bundled fees other than licensing fees.

If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding Service Credits in its reasonable discretion.

For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.99999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any Origami Risk user can visit <http://status.origamirisk.com/> to view the current system status.

SERVICE REQUESTS

Origami Risk will respond to service related incidents or issues within the following time frames:

Urgent Requests

An urgent request for service concerns a new development that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to support@origamirisk.com with the word “Urgent” in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

Normal Requests

A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to support@origamirisk.com. Client may also call or email any member of the Origami Risk support team directly.

SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client’s system administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.

System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user’s password and unlock the user account.

Origami Risk uses TLS v1.2 or higher for all communications over https. Origami databases are fully encrypted using 256-bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami Risk SFTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

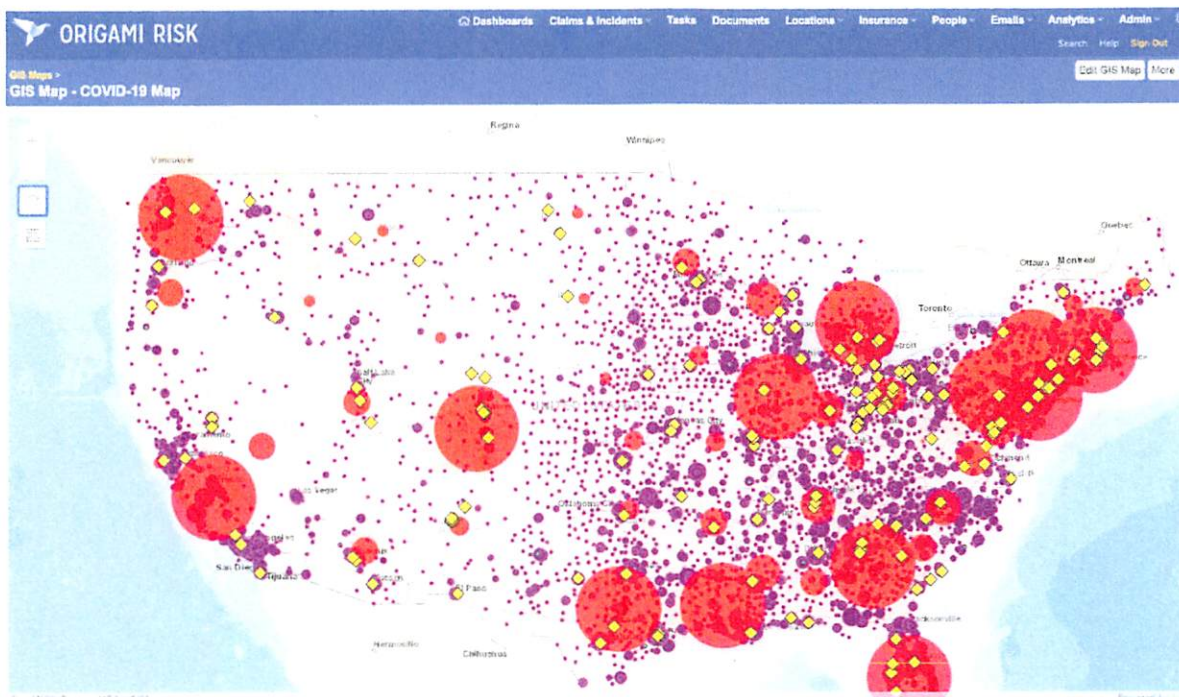
Tracking the Risk and Impact of COVID-19

Origami Risk has worked with clients to quickly develop solutions that help address the many ways the COVID-19 crisis is impacting business operations and employee health and safety. These solutions include mapping tools, exposure tracking, disaster location communication, and status auditing. The flexible nature of Origami Risk allows for rapid responses to a dynamic crisis.

VISUALIZATION (GIS TOOLS)

Any publicly-available data feed (such as the dataset used to power the popular Johns Hopkins COVID-19 case map) can be easily embedded in dashboard widgets or combined with location and incident data in Origami Risk.

- Visually monitor crisis status and see which locations are most affected
- Combine multiple datasets in one map or break out into separate maps
- See which areas are closest to hotspots for prioritizing communication and planning



COVID-19 case map with overlay of hospital bed availability

STATUS AUDITS

Rapidly configure customized audits to track health and safety concerns while helping to project operational impacts across the enterprise.

- Allow a large number of locations to self-report statuses relative to COVID-19
- Anonymous portal simplifies administration
- Aggregate responses to help management understand the scope of impact

EXPOSURE TRACKING

Use portals and forms to track critical COVID-19 related data and aggregate status reports for management.

- Identify testing statuses, quarantine dates, follow-up activity, and communications to affected employees
- Differentiate when suspected cases turn into non-COVID cases
- Account for quarantine periods/new leave types and connect to incident types such as travel exposure

Collect key status and date information to generate aggregate reports for management.

LOCATION-SPECIFIC DISASTER NOTIFICATIONS

Prepare checklists and mail-merge communication documents that are triggered based on the location of incidents to ensure the right information is pushed to the right individuals at the right time.

- Use new *Disaster* incident type for pandemic/epidemic exposure
- Collect location-based designated contact info for all locations, key vendors, etc.
- Trigger automatic distribution of mail-merge checklists with pandemic-related tasks

ADDITIONAL INTEGRATED SOLUTIONS

In addition to these rapid-response modifications, Origami also offers a full suite of solutions that can be used to help organizations prepare for and battle pandemics including:

- Enterprise Risk Management (ERM)
- Disaster Recovery and Business Continuity Management (BCM)
- Safety and Loss Prevention Management

To learn more about how Origami Risk can help your organization respond to the unprecedented challenges of COVID-19, view our recent webinar, [Take Action: Track the Risk and Impact of COVID-19](#).

ABOUT ORIGAMI RISK

Origami Risk is a leading provider of integrated SaaS solutions for the risk and insurance industry—from insured corporate and public entities to brokers and risk consultants, insurers, third party claims administrators (TPAs), and risk pools. Highly configurable and completely scalable, Origami Risk delivers a full suite of risk management and insurance core system solutions from a single secure, cloud-based platform accessible via web browser and mobile app.

2-24

AUG 17 2020

July 30, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Lamar Allen 
General Services Director

SUBJECT: Jail II – Final Change Order

Please find attached Change Order 2 to the contract with Norris Building Co., in the amount of \$39,580.37 to reduce the contract amount for the unused contingency allowance and a credit for stainless steel cover plates. I request approval of the Change Order be placed on the next agenda.

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 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: <i>(Name and address)</i> Montgomery County Commission 101 South Lawrence Street Montgomery, AL 36104	ARCHITECT: <i>(Name and address)</i> Goodwyn Mills and Cawood, Inc. 2660 Eastchase Lane, Suite 200 Montgomery, AL 36117	CONTRACTOR: <i>(Name and address)</i> 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.)

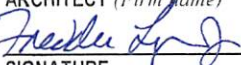
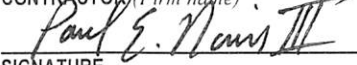
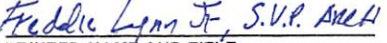
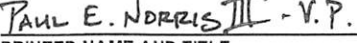
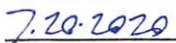
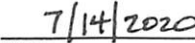
See attached Summary

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.	Norris Building Co., Inc.	Montgomery County Commission
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
		
DATE	DATE	DATE

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 User Notes: (3B9ADA5A)

1

3-2

CONTRACT CHANGE ORDER SUMMARY

ITEM #	DESCRIPTION	DAYS	AMOUNT
	Contingency Allowance		(\$100,000.00)
CAA #1	Contingency Allowance Authorization #1	37	\$67,785.67
CAA #2	Contingency Allowance Authorization #2		\$1,018.38
CAA #3	Contingency Allowance Authorization #3		\$8,339.25
	Remaining Contingency Allowance		(\$22,856.70)
	10% Overhead and Profit on Unused Balance		<u>(\$2,285.67)</u>
	Total Allowance with OH&P		(\$25,142.37)
COP #11	Credit for Stainless Steel Cover Plates		<u>(\$14,438.00)</u>
TOTAL CHANGE ORDER #2 – CREDIT TO OWNER			(\$39,580.37)

2. When requested, prepare explanations and documentation to substantiate the quantities, costs, and margins as claimed.
- E. Change Order Mark-Up:
1. Except as otherwise indicated, comply with provisions of General Conditions. For each allowance, Contractor's claims for increased costs (for either purchase amount or Contractor's handling, labor, installation, overhead, and profit), because of a change in scope or nature of the allowance work as described in contract documents, must be submitted within 60 days of initial change order authorizing work to proceed on that allowance; otherwise, such claims will be rejected.
 2. Where it is not economically feasible to return unused material to the manufacturer/supplier for credit, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.
- F. Time and Allowance Amounts:
1. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to provide a Contract time extension, due to use or non-use of any Allowance amount.
 2. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to allow unused Allowances or any portion thereof, nor any overhead and profit therefor to be retained by or paid to the Contractor.
 - a. Amount of unused allowances to be returned shall include unused amount plus 10% overhead and profit.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES - INCLUDE IN BASE BID:

A. Allowance No. 1 – OWNER'S CONTINGENCY:

1. Allow a lump sum of \$100,000.00 for various work items in the General Works package, as directed in writing by the Architect, CM and Owner, including purchase, any applicable taxes and fees, installation and all related costs. All items shown on the drawings and specifications shall be included in Base Bid.
2. Installation and installation materials costs shall be included in Allowance.
3. Include overhead and profit of at least 10% in Base Bid, and not as part of Allowance.

END OF ALLOWANCES

MONTGOMERY COUNTY JAIL SHOWER RENOVATIONS
LOCATED IN MONTGOMERY, ALABAMA
GMC NO.: AMGM160069

CONTINGENCY ALLOWANCE AUTHORIZATION

Authorization No.: 1

Date: July 30, 2019

In accordance with Specification Section 01020 - "ALLOWANCES", the Contractor, Norris Building Company, Inc., is hereby authorized to proceed with the changes in Work as described below and is to be paid for the performance of these changes as provided in Specification Section 01020. This Authorization shall become effective when it is signed by the Contractor and the Owner's Representative and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in Work.

• COR-003 Paint Mezzanine Shower Ceilings	\$32,386.40
• COR-004 Field Modify Knock Down Shower Units	\$8,465.80
• COR-005 Add Visqueen Sight Screen	\$2,666.92
• Revise 21 Knock Down Shower Units to Fully Welded	<u>\$24,266.55</u>
• Subtotal	\$67,785.67

Contract Time requested as a result of these changes:

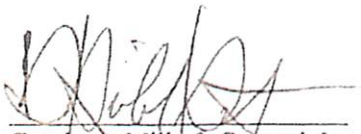
37-calendar days

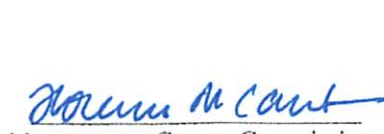
ORIGINAL AMOUNT OF THE CONTINGENCY ALLOWANCE	\$100,000.00
NET TOTAL OF PREVIOUS AUTHORIZATIONS	\$0.00
PREVIOUS REMAINING CONTINGENCY ALLOWANCE	\$100,000.00
TOTAL AMOUNT OF THIS AUTHORIZATION	\$67,785.67
CONTINGENCY ALLOWANCE REMAINING AFTER THIS AUTHORIZATION	\$32,214.33

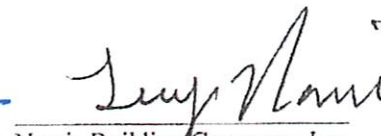
Recommended By:

Authorized By:

Accepted By:


Goodwyn Mills & Cawood, Inc.


Montgomery County Commission


Norris Building Company, Inc.

Change Order Request

PROJECT	<u>Montgomery County Jail Shower Renovations</u>
ARCHITECT	<u>Goodwyn, Mills & Cawood, Inc.</u>
ARCH. PROJECT NO.	<u>AMGM180069</u>
NBC PROJECT NO.	<u>18-56</u>

REQUEST NO.	<u>3 (Revised)</u>
DATE	<u>7/16/2019</u>
TOTAL PAGES	<u>7</u>
DESCRIPTION	COR 003 - Paint Mezzanine Shower Ceilings

[illegible]

Total Change Order Request:		-85,025.04
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COMMENTS Note: We request additional 30 calendar days to complete this work.

RESPONSE _____

SIGNATURE OF RESPONDER _____ DATE _____

CONTRACTOR'S PRICE PROPOSAL

**Hilyer Painting, Inc.
822 Cottrell Cove Lane
Autaugaville, AL 36003
Phone # 334-361-7112
hilyerpainting@bellsouth.net**

Date: July 8, 2019

To: Norris Building Company, Inc.

Attn: Chip Norris

**Project: Montgomery County Jail
Shower Renovation**

Work to be performed: Sand, prime with Rust-oleum Marine primer, and paint with three coats of Rust-oleum Marine Coating White Topside Paint on 29 shower perforated metal ceilings on mezzanine level only of the cell blocks.

Price: \$13,920.00

Submitted by: Mark Hilyer

CONTRACTOR'S PRICE PROPOSAL

Hilyer Painting, Inc.
822 Cottrell Cove Lane
Autaugaville, AL 36003
Phone # 334-361-7112
hilyerpainting@bellsouth.net

Date: July 11, 2019

To: Norris Building Company, Inc.

Attn: Chip Norris

Project: Montgomery County Jail
Shower Renovation

Work to be performed: Sand, prime with Rust-oleum Marine primer, and paint with three coats of Rust-oleum Marine Coating White Topside Paint on 29 shower metal ceilings on lower level only of the cell blocks.

Price: \$9,860.00

Submitted by: Mark Hilyer

Change Order Request

PROJECT	<u>Montgomery County Jail Shower Renovations</u>
ARCHITECT	<u>Goodwyn, Mills & Cawood, Inc.</u>
ARCH. PROJECT NO.	<u>AMGM180069</u>
NBC PROJECT NO.	<u>18-65</u>

REQUEST NO.	<u>4</u>
DATE	<u>7/15/2019</u>
TOTAL PAGES	<u>2</u>
DESCRIPTION	<u>COR 004 - Field Modify KD (Bolted Connection)</u> <u>Shower Units to Field Welded</u>

DESCRIPTION	QTY.	UNIT	UNIT PRICE	MATERIAL COST	UNIT PRICE	LABOR COST	SUB PRICE	TOTALS
Rem & replace pre-punched walls, back & top SS panels	3	EA	\$ 1,300.00				\$ 3,900.00	RS Services
Field welding the unit together in place	3	EA	\$ 1,155.00				\$ 3,465.00	RS Services
NBC Foreman (8 hours per unit)	24	HR			\$ 30.00	\$ 720.00		NBC
Miscellaneous	3	EA	\$ 33.33	\$ 100.00				NBC
Subtotals:								
Materials				\$ 100.00				\$ 100.00
Sales Tax				\$ -				\$ -
Labor						\$ 720.00		\$ 720.00
Labor Burden @39%						\$ 280.80		\$ 280.80
Sub							\$ 7,365.00	\$ 7,365.00
Total Cost								\$ 8,465.80
NBC Overhead & Profit (10%)								\$

Total Change Order Request:	\$ 8,465.80
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COMMENTS	<u>Note: We request additional 7 calendar days to complete this work.</u> <u>Note: NBC voluntarily offered to waive OH&P fee in order to get the job done.</u>
----------	--

SIGNATURE OF RESPONDER _____ DATE _____

3-9

Trey Norris

From: Chip Norris
Sent: Tuesday, July 16, 2019 3:31 PM
To: Trey Norris
Subject: FW: Patch holes.

Chip Norris
Norris Building Company, Inc.

-----Original Message-----

From: Dusty Simmons <dustysimmons@icloud.com>
Sent: Monday, July 1, 2019 9:10 AM
To: Chip Norris <chip@norrisbuildingcompany.com>
Subject: Patch holes.

Patch holes.
\$2,750
Weld together
\$1,155
Total \$ 3,905

Replace panels standard KD
\$1,300
Weld together
\$1,155
Total \$2,455

Replace panels handicap KD
\$1,700
Weld together
\$1,155
Total \$2,855

Sent from my iPhone

Carrie Day

From: Chip Norris <chip@norrisbuildingcompany.com>
Sent: Tuesday, July 02, 2019 4:17 PM
To: Chandler Gann; Richard Painter; Carrie Day; Lamar Allen; Chris Piel
Cc: Chip Norris; Trey Norris; David Fields (dfields.jdp@gmail.com); Dusty Simmons
Subject: Montgomery County Jail Showers - Issues with Installing the "Bolted Together" Knock Down Shower Units

Gentlemen:

We have an issue with the knock down (KD) units which are prepped to be bolted together. This needs to be addressed as soon as possible. **We are requesting a meeting with architect and owner at your earliest convenience.** I apologize for the length of the description below, but hopefully this will provide enough background for everyone to understand the situation.

Original shower count was 27 KD (field welded) and 43 one piece units.

During V.E. phase we offered credit to use standard bolted connections in lieu of field welding 27 each KD units, which included 15 each SH-1, 6 each SH-3 and 6 each SH-4.

27 each x \$1,155.55 / unit = \$31,200.00 credit. This value engineering offer was accepted and the project was awarded.

*Revised to 21 units x \$1,155.55 = \$24,266.55
6-SH3 + 15-SH4*

During field measurements for shop drawings, David Fields (Jimmy Day Plumbing) realized that an additional 12 each units needed to be KD (these shower rooms have a sprinkler pipe enclosure at the ceiling that will not allow the one-piece units to be installed). This was addressed in RFI #2. These 12 each units we ordered for bolted connections, but will now need to be field welded. This will be at an additional cost of: 12 each x 1,155.55 = \$13,867.00 Add.

When we unboxed the KD units we realized that you cannot bolt the KD showers in place because you cannot access the back of the unit once it is placed in position. There is not space to bolt the unit up and then slide it in place on the standard unit. The wall panels of the KD /ADA units could be put together in front of the opening but the base needs to be set first to align the drain. If we set the base and then assembled the wall panels we would have to pick up the top section and set it on the base (not enough clearance). Then we could not bolt the base to the wall sections.

We have 6 each of the KD units on site for Phase I, 3 each are standard KD units and 3 each are KD-ADA units. We will have to make field modifications in order to install these units.

Our options are:

1. Have RS Services patch and weld-up all factory prepped bolt holes in all six units: 6 each x \$2,750.00 = 16,500.00

Or

2. RS Services could remove and replace the backs and two side panels in each unit and weld them together in place (3 each KD units and 3 each KD-ADA units):
 - a. 3 KD units at \$1,300.00 / each = 3,900.00
 - b. 3 each KD-ADA units at 1,700.00 / each = 5,100.00Total = 9,000.00

We have put the balance of the KD units on "HOLD" until we can all agree on a solution, which appears to be switching all KD and KD-ADA units from bolted to field welded. Acorn has already fabricated several of the wall panels for the balance of the KD units with bolt connection prep. They have informed us that there will be an additional \$13,000.00 fee to re-fabricate these panels for field welded prep. We are awaiting information on additional engineering cost, if any, for changes that will need to be made to the balance of the KD units that have not been shipped (33 each). Our welder (RS Services) would prefer for the balance of the KD units to be factory prepped for field welding.

We need the following information from Acorn:

1. The factory produced showers have a one-year warranty from Acorn. We understand that field modifications may void that factory warranty. Norris will have a one-year warranty for the project and RS Services will have a one-year warranty on the field welding. What warranty will Acorn provide?
2. Additional engineering cost, if any, from Acorn?
3. Final decision as to how to fabricate the balance of the KD showers (welding details?)
4. Bill Cone, Acorn sales rep, has been trying to set up a conference call with Acorn.

All 6 one-piece units are in place. We cannot move forward on 6 KD units until we have answers.

Thank you,

Chip Norris
Norris Building Company, Inc.

MONTGOMERY COUNTY JAIL SHOWER RENOVATIONS
LOCATED IN MONTGOMERY, ALABAMA
GMC NO.: AMGM160069

CONTINGENCY ALLOWANCE AUTHORIZATION

Authorization No.: 2

Date: February 24, 2020

In accordance with Specification Section 01020 - "ALLOWANCES", the Contractor, Norris Building Company, Inc. is hereby authorized to proceed with the changes in Work as described below and is to be paid for the performance of these changes as provided in Specification Section 01020. This Authorization shall become effective when it is signed by the Contractor and the Owner's Representative and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in Work.

- COR-007 Relocate 3 Exhaust Grilles in Booking Area \$1,018.38

Contract Time requested as a result of these changes:

0-calendar days

ORIGINAL AMOUNT OF THE CONTINGENCY ALLOWANCE	\$100,000.00
NET TOTAL OF PREVIOUS AUTHORIZATIONS	\$67,785.67
PREVIOUS REMAINING CONTINGENCY ALLOWANCE	\$32,214.33
TOTAL AMOUNT OF THIS AUTHORIZATION	\$1,018.38
CONTINGENCY ALLOWANCE REMAINING AFTER THIS AUTHORIZATION	\$31,195.95

Recommended By:

Authorized By:

Accepted By:


Goodwyn Mills & Cawood, Inc.
Montgomery County Commission
Norris Building Company, Inc.

Change Order Request

REQUEST NO.	<u>7</u>
DATE	<u>2/17/2020</u>
TOTAL PAGES	<u>1</u>
DESCRIPTION	<u>COR 007 -</u>

[illegible]

Total Change Order Request:	\$ 1,018.38
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COMMENTS _____

SIGNATURE OF RESPONDER _____ **DATE** _____

PHILDENNIS

Heating and Air Conditioning Inc.

620 A Oliver Road Montgomery, AL 36117

Phone (334) 277-5870 Fax (334)277-1841

A Certified Woman Owned Business

To: Norris Building Co.

Date: February 10, 2020

From: Mike Rogers

Total # of Pages: 1

ATTN: Chip Norris

Subject: Montgomery County Jail Shower Renovation- Change order #1

This change order is for Booking Area.

We are pleased to quote you on three new exhaust grills and duct work for the booking area.

Mat: \$400.00

5% O/H: \$20.00

Labor: \$270.00

Total: \$690.00

10 Profit: \$69.00

Total: \$759.00

Terms: Net 60 Days

Phil Dennis Htg. & A/C Inc.

Accepted by: _____

by: Mike Rogers

Date: _____

MONTGOMERY COUNTY JAIL SHOWER RENOVATIONS
LOCATED IN MONTGOMERY, ALABAMA
GMC NO.: AMGM160069

CONTINGENCY ALLOWANCE AUTHORIZATION

Authorization No.: 3

Date: June 25, 2020

In accordance with Specification Section 01020 - "ALLOWANCES", the Contractor, Norris Building Company, Inc. is hereby authorized to proceed with the changes in Work as described below and is to be paid for the performance of these changes as provided in Specification Section 01020. This Authorization shall become effective when it is signed by the Contractor and the Owner's Representative and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in Work.

• COR-008 Replace Shower Curtains & Tracks in Booking Area	\$1,607.30
• COR-009 Additional Painting in Infirmary & SS Shelf Work	\$3,265.30
• COR-010 Field Weld 3-Additional Shower Units	<u>\$3,466.65</u>
Total	\$8,339.25

Contract Time requested as a result of these changes:

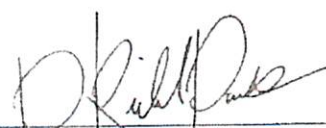
0-calendar days

ORIGINAL AMOUNT OF THE CONTINGENCY ALLOWANCE	\$100,000.00
NET TOTAL OF PREVIOUS AUTHORIZATIONS	\$68,804.05
PREVIOUS REMAINING CONTINGENCY ALLOWANCE	\$31,195.95
TOTAL AMOUNT OF THIS AUTHORIZATION	\$8,339.25
CONTINGENCY ALLOWANCE REMAINING AFTER THIS AUTHORIZATION	\$22,856.70

Recommended By:

Authorized By:

Accepted By:

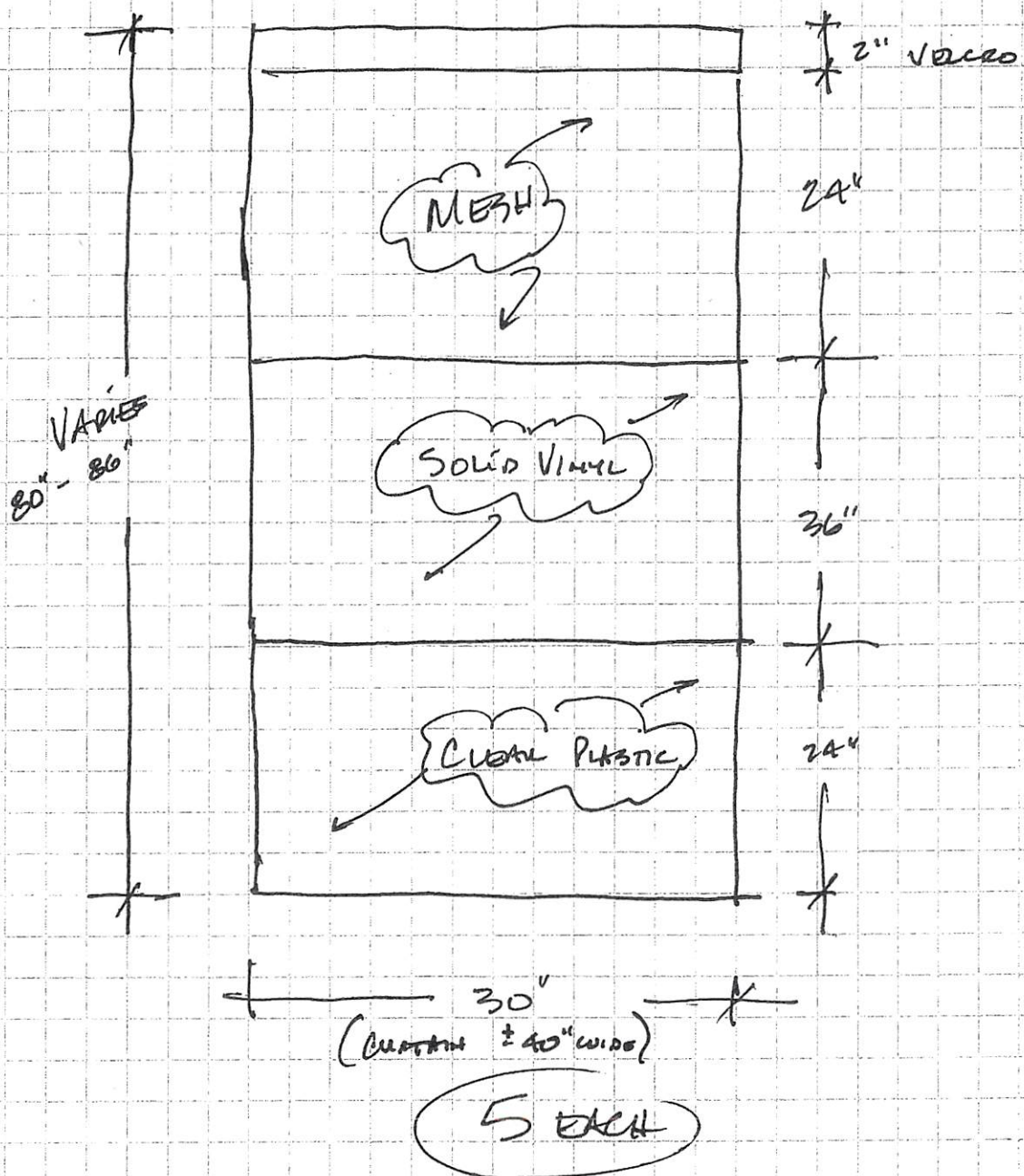

Goodwyn Mills & Cawood, Inc.


Montgomery County Commission


TREY NORRIS - V.P. 6/26/2020
Norris Building Company, Inc.

Montgomery County Jail Shower Partition

4/28/20



NEW

Break-d-Way CURTAIN TRACK w/ Mounting Brackets
 SURE CHECK w/ MESH AT TOP + CLEAR BOTTOM

NOTE: TRACK LENGTH IS +/- 30"
 WE WILL PROVIDE EXACT LENGTH A
 FIELD CUT TO REQUIRE

3-19

 REPLY

954-782-7130 • FAX 954-782-0089

PROPOSAL

Revised
~~04-27-20~~
Date: 4.29.20

**Please refer to
Proposal date in all
correspondence.**

SCOPE:

Furnish and deliver Imperial Fastener Co., Inc. IFC-69 Break-A-Way Curtain Track
with 3 Safety Tabs per foot. Total Footage 18' 13" Total Pieces 5

Furnish and deliver Imperial Fastener Co., Inc. Break-A-Way
curtains. Fabric is Sure Chek with mesh top and clear bottom

Curtain height is 109" 84". If no ceiling height is noted, quote is based upon an eight foot ceiling height. Total Pieces 5

Foot ceiling height. Total Pieces _____

Break-A-Way Tracks.....\$ ~~100.00~~ ^{\$135.-} Delivered.

Break-A-Way Curtains.....\$ 405.00 Delivered.

$$\begin{array}{r} +25^{\circ} 101^{\circ} \\ \hline 506^{\circ} \end{array}$$

FEDERAL, STATE OR LOCAL TAXES NOT INCLUDED.

MOUNTING HARDWARE OR ABOVE CEILING SUPPORTS NOT INCLUDED.

FOB JOBSITE.

QUOTE SUBJECT TO PRODUCT APPROVAL BY ARCHITECT.

QUOTE VALID FOR 90 DAYS.

Hector Mora

NOTE: Please advise track length when placing the order.

Lead time is approximately 1 - 2 weeks to ship.

Change Order Request

PROJECT	<u>Montgomery County Jail Shower Renovations</u>
ARCHITECT	<u>Goodwyn, Mills & Cawood, Inc.</u>
ARCH. PROJECT NO.	<u>AMGM180069</u>
NBC PROJECT NO.	<u>18-65</u>

REQUEST NO.	<u>9</u>
DATE	<u>5/5/2020</u>
TOTAL PAGES	<u>1</u>
DESCRIPTION	<u>Additional Painting & Stainless Steel Work at Infirmary</u>

[illegible]

Total Change Order Request:	\$	3,504.83
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COMMENTS _____

SIGNATURE OF RESPONDER _____ DATE _____



QUOTE

Norris Building Company, Inc.
P.O. Box 20667
MONTGOMERY AL 36120

Date
Mar 26, 2020

Expiry
Apr 25, 2020

Quote Number
QU-0117

Reference
Montgomery Count Jail

R&S Services LLC
P.O. Box 3255
Montgomery, AL
36109-0255

18-65

Description	Quantity	Unit Price	Tax	Amount USD
Remove three shelves, one in three different cells to install showers. Re-weld shelves back in place after shower install.	1.00	550.00	Tax Exempt	550.00
Subtotal				550.00
TOTAL USD				550.00

EXTRA

JLE 3/26/20
06/13/20

CONTRACTOR'S PRICE PROPOSAL

**Hilyer Painting, Inc.
140 South Wildwood Drive
Prattville, AL
Phone # 334-850-2895
hilyerpainting@bellsouth.net**

Date: March 18, 2020

To: Norris Building Company, Inc.

Attn: Chip Norris

Project: Montgomery County Jail Shower Project
Infirmary Showers

Work to be performed:

1. Prep, prime, and paint 3 ceilings X \$300.00	\$ 900.00
2. Prep, prime, and paint 1 wall, vent, and shelf in 4 rooms X \$360.00	<u>\$1,440.00</u>
Total	\$2,340.00

Submitted by: Mark Hilyer

Chip Norris

From: David Fields <dfields.jdp@gmail.com>
Sent: Wednesday, May 6, 2020 7:56 AM
To: Chip Norris
Subject: Phase one SH-4 field welded units (three).

Chip, if will read at the bottom of the email I sent you from 7-17-19, it shows the count of the units shipped for the first phase of the project. We had 6 SH-2, 3 SH-1, and 3 SH-4 shipped. The SH-1 and SH-4 units were shipped as bolt up units. Dusty field modified the three SH-4 units to weld up units. These are the extra three units. We had the other SH-4 units shipped as field weld units for Phases 2, 3, and 4 (nine). The last shipment for Booking and the Infirmary were all field weld units, 6 SH-4 and 6 SH-1. That brings the total of field weld units to 24.



Virus-free. www.avast.com

Chip Norris

From: David Fields <dfields.jdp@gmail.com>
Sent: Wednesday, May 6, 2020 7:30 AM
To: Chip Norris
Subject: Fwd: FW: MCC | Jail Showers - Modifications to Acorn Showers for KD / Field Welded Connections 7.17.19

----- Forwarded message -----

From: Chip Norris <chip@norrisbuildingcompany.com>
Date: Thu, Jul 18, 2019 at 4:41 PM
Subject: FW: MCC | Jail Showers - Modifications to Acorn Showers for KD / Field Welded Connections 7.17.19
To: David Fields (dfields.jdp@gmail.com) <dfields.jdp@gmail.com>, Dusty Simmons <dustysimmons@icloud.com>
Cc: Chip Norris <chip@norrisbuildingcompany.com>, Trey Norris <trey@norrisbuildingcompany.com>, hunter_moone@yahoo.com <hunter_moone@yahoo.com>, Chandler Gann <chandler.gann@gmcnetwork.com>

To all:

Please see the response below in red from Bill Cone to Chandler Gann concerning the shower units.

If you see anything that is not correct please advise asap.

Looks like we are making some progress but not to the finish line.....

Chip Norris

Norris Building Company, Inc.

From: Chandler Gann <chandler.gann@gmcnetwork.com>
Sent: Thursday, July 18, 2019 4:22 PM
To: Chip Norris <chip@norrisbuildingcompany.com>
Subject: Fwd: MCC | Jail Showers - Modifications to Acorn Showers for KD / Field Welded Connections 7.17.19

See below.

Sent from my iPhone

Begin forwarded message:

From: Bill Cone <billcone@vcmsales.com>
Date: July 18, 2019 at 12:17:49 PM CDT
To: Chandler Gann <chandler.gann@gmcnetwork.com>
Subject: RE: MCC | Jail Showers - Modifications to Acorn Showers for KD / Field Welded Connections 7.17.19

From: Chandler Gann <chandler.gann@gmcnetwork.com>
Sent: Wednesday, July 17, 2019 4:01 PM
To: Bill Cone <billcone@vcmsales.com>; Chip Norris <chip@norrisbuildingcompany.com>; David Fields (dfields.idp@gmail.com) <dfields.idp@gmail.com>
Cc: Richard Painter <richard.painter@gmcnetwork.com>; Carrie Day <carrie.day@gmcnetwork.com>; moone@yahoo.com
Subject: MCC | Jail Showers - Modifications to Acorn Showers for KD / Field Welded Connections 7.17.19

Bill,

Per our phone conversation just now (7-17-19).

Remaining shower units to ship:

- (25) SH-2 showers are scheduled to ship (7-26-19) correct
- Which leaves (33) ADA and non-ADA knockdown units remaining to order/ship [(12) SH-1 | (6) SH-3 | (15) SH-4] units
- Plan is to proceed with the (12) SH-1 ADA knockdown shower units remaining as bolted connections (as originally ordered) I am verifying but feel like that eliminates the charge, I am checking.
- (6) SH-3 ADA knockdown units remaining to change from bolted connections to weldable joints pending the revised shop drawing approval (returned from Norris to Acorn 7-17-19) Have not been ordered, this is OK
- (15) SH-4 knockdown units remaining to change from bolted connections to weldable joints pending the revised shop drawing approval (returned from Norris to Acorn 7-17-19) ditto above
- Future orders need to be ordered/ shipped per phasing schedule

We show 9- SH-4 units on the order we have on hold that David Fields is checking to see if they need to be welded or can be bolted. These units had not been started into production so there was no re fab charge

Bill/ Acorn to respond to the following:

- Please provide how all information above affects the original cost of (\$13,000) for re-fabrication or wasted material cost see above
- Confirm with Acorn if there is a cost savings from changing from bolted connections (less machine work for the lap and bolt details, no hardware provided, no labor for welding in factory, transit/ shipping, etc.) to weldable joints I have asked
- Per our conversation there is no engineering cost for shop drawing revisions or any other items correct

Shower unit installation:

- (6) SH-2 standard units are installed
- (3) SH-1 units received are being installed as bolted connections
- (3) SH-4 units received are being modified to be installed fully welded

So we are waiting to see about any credit Acorn might give us for not having to weld the units they ship in the future. Also waiting on a revised drawing from Acorn getting the post and top revised.

Thanks,

Chandler Gann
Construction Administrator, Architecture

C: 205.242.6665
E: chandler.gann@gmcnetwork.com

2660 EastChase Lane
Suite 200
Montgomery, AL 36117

Building Communities

GMC

Carrie Day

From: Chip Norris <chip@norrisbuildingcompany.com>
Sent: Tuesday, July 02, 2019 4:17 PM
To: Chandler Gann; Richard Painter; Carrie Day; Lamar Allen; Chris Piel
Cc: Chip Norris; Trey Norris; David Fields (dfields.jdp@gmail.com); Dusty Simmons
Subject: Montgomery County Jail Showers - Issues with Installing the "Bolted Together" Knock Down Shower Units

Gentlemen:

We have an issue with the knock down (KD) units which are prepped to be bolted together. This needs to be addressed as soon as possible. **We are requesting a meeting with architect and owner at your earliest convenience.** I apologize for the length of the description below, but hopefully this will provide enough background for everyone to understand the situation.

Original shower count was 27 KD (field welded) and 43 one piece units.

During V.E. phase we offered credit to use standard bolted connections in lieu of field welding 27 each KD units, which included 15 each SH-1, 6 each SH-3 and 6 each SH-4.

27 each x \$1,155.55 / unit = \$31,200.00 credit. This value engineering offer was accepted and the project was awarded.

*Revised to 21 units x \$1,155.55 = \$24,266.55
6-SH3 + 15-SH4*

During field measurements for shop drawings, David Fields (Jimmy Day Plumbing) realized that an additional 12 each units needed to be KD (these shower rooms have a sprinkler pipe enclosure at the ceiling that will not allow the one-piece units to be installed). This was addressed in RFI #2. These 12 each units we ordered for bolted connections, but will now need to be field welded. This will be at an additional cost of: 12 each x 1,155.55 = \$13,867.00 Add.

When we unboxed the KD units we realized that you cannot bolt the KD showers in place because you cannot access the back of the unit once it is placed in position. There is not space to bolt the unit up and then slide it in place on the standard unit. The wall panels of the KD /ADA units could be put together in front of the opening but the base needs to be set first to align the drain. If we set the base and then assembled the wall panels we would have to pick up the top section and set it on the base (not enough clearance). Then we could not bolt the base to the wall sections.

We have 6 each of the KD units on site for Phase I, 3 each are standard KD units and 3 each are KD-ADA units. We will have to make field modifications in order to install these units.

Our options are:

1. Have RS Services patch and weld-up all factory prepped bolt holes in all six units: 6 each x \$2,750.00 = 16,500.00

Or

2. RS Services could remove and replace the backs and two side panels in each unit and weld them together in place (3 each KD units and 3 each KD-ADA units):
 - a. 3 KD units at \$1,300.00 / each = 3,900.00
 - b. 3 each KD-ADA units at 1,700.00 / each = 5,100.00Total = 9,000.00

We have put the balance of the KD units on "HOLD" until we can all agree on a solution, which appears to be switching all KD and KD-ADA units from bolted to field welded. Acorn has already fabricated several of the wall panels for the balance of the KD units with bolt connection prep. They have informed us that there will be an additional \$13,000.00 fee to re-fabricate these panels for field welded prep. We are awaiting information on additional engineering cost, if any, for changes that will need to be made to the balance of the KD units that have not been shipped (33 each). Our welder (RS Services) would prefer for the balance of the KD units to be factory prepped for field welding.

We need the following information from Acorn:

1. The factory produced showers have a one-year warranty from Acorn. We understand that field modifications may void that factory warranty. Norris will have a one-year warranty for the project and RS Services will have a one-year warranty on the field welding. What warranty will Acorn provide?
2. Additional engineering cost, if any, from Acorn?
3. Final decision as to how to fabricate the balance of the KD showers (welding details?)
4. Bill Cone, Acorn sales rep, has been trying to set up a conference call with Acorn.

All 6 one-piece units are in place. We cannot move forward on 6 KD units until we have answers.

Thank you,

Chip Norris
Norris Building Company, Inc.

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



July 28, 2020

AGENDA

AUG 17 2020

MEMORANDUM

TO: Elton Dean
Chairman, Montgomery County Commission

FROM: Janet Y. Buskey
Revenue Commissioner

SUBJECT: Approval of 2019 Annual Report

I have enclosed the 2019 Annual Report of Insolvents, Errors in Assessments, Litigations, Land Bids, and Abatements and the related Montgomery County resolution for approval at the August 17, 2020 County Commission meeting. This annual listing is in accordance with Code Section 40-5-23 of the Code of Alabama.

I appreciate your assistance in this matter. If you have any questions, please let me know.

JYB/ah

Enclosures

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

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

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

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

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2019 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 17th day of AUGUST 20 20, Janet Buskey, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2019, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes--- General-----	\$	<u>\$13,156.30</u>
--- Soldier-----	\$	<u>\$5,262.52</u>
--- School-----	\$	<u>\$15,787.56</u>
Errors in Assessments: State Taxes--- General-----	\$	<u>\$557,670.05</u>
--- Soldier-----	\$	<u>\$223,068.02</u>
--- School-----	\$	<u>\$669,204.06</u>
Taxes in Litigation: State Taxes--- General-----	\$	<u>\$4,449.90</u>
--- Soldier-----	\$	<u>\$1,779.96</u>
--- School-----	\$	<u>\$10,265.34</u>

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2018, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes--- General-----	\$	<u>\$5,658.86</u>
--- Soldier-----	\$	<u>\$2,263.55</u>
--- School-----	\$	<u>\$6,790.64</u>

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

		General		Soldier		School
2000 - 2005	\$	<u>31,943.55</u>	\$	<u>12,777.42</u>	\$	<u>38,332.26</u>
2006 - 2009	\$	<u>16324.7</u>	\$	<u>6529.88</u>	\$	<u>59600.76</u>
2010 - 2013	\$	<u>5270.73</u>	\$	<u>2108.29</u>	\$	<u>6324.87</u>
2014 - 2018	\$	<u>3937.84</u>	\$	<u>1575.14</u>	\$	<u>9160.91</u>

Given under my hand this 17th day of AUGUST 20 20

Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of “Insolvents” and “Errors in Assessment” on taxes for the year 2019, as required by the Code of Alabama, 1975, Section 40-5-23, and

WHEREAS, after a careful examination of said report by the County Commission of Montgomery, such report was found to be in order and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the said Revenue Commissioner be allowed on her settlement with the State Comptroller the following amounts:

INSOLVENTS:	County’s General Fund	\$26,312.60
	County’s Road & Bridge Fund	\$13,156.30
(Homestead Exemptions)	County’s General Fund	\$ 0.00
	County’s Road & Bridge Fund	\$ 0.00
ERRORS IN ASSESSMENTS:	County’s General Fund	\$1,137,675.90
	County’s Road & Bridge Fund	\$568,837.95
(Homestead Exemptions)	County’s General Fund	\$20,419.80
	County’s Road & Bridge Fund	\$10,209.90

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on “Lands Bid In” for the year 2019 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	\$0.00
	County's Road & Bridge Fund	\$0.00
(Homestead Exemptions)	County's General Fund	\$0.00
	County's Road & Bridge Fund	\$0.00

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2019, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	\$8,960.70
	County's Road & Bridge Fund	\$4,480.35
(Homestead Exemptions)	County's General Fund	\$70.00
	County's Road & Bridge Fund	\$35.00
(Refunds)	County's General Fund	\$26,719.98
	County's Road & Bridge Fund	\$13,359.99
(Homestead Exemptions)	County's General Fund	\$823,019.20

	County's Road & Bridge Fund	\$411,509.60
(Abatements)	County's General Fund	\$711,084.60
	County's Road & Bridge Fund	\$355,542.30

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her Annual Report and submitted her list of "Insolvents", "Errors in Assessments", "Taxes in Litigations", "Lands Bid" and "Abatements" of accounts applicable to the State of Alabama and the Montgomery County Board of Education in addition to the amounts shown above for the County of Montgomery, that such report and amounts be and are hereby approved.

Adopted this 17th day of August 2020.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator

AUG 17 2020

AUG 17 2020

[illegible]

6-1

AUG 17 2020

MEMORANDUM

TO: Florence M. Cauthen, County Administrator

FROM: Khristie Davis, Buyer 

DATE: July 30, 2020

RE: Invitation to Bid No. 51988-20B-021
Vending Machine Services

Request approval of award on the above referenced Invitation to Bid to the bid with the highest commission percentage, Buffalo Rock Company, twenty-five percent (25%) of monthly gross sales to be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for three (3) years, beginning August 17, 2020 and ending August 16, 2023. Prices for each category of product shall remain firm for the three (3) year period.

Coordination of award made with Florence M. Cauthen, County Administrator.

Attachment

August 17, 2020 - Minutes of Regular Meeting
Montgomery County Commission

80

Bidder No. 1 Coca-Cola Bottling Company United 25% Beverages 7% Snacks

8-2

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 17th day of August 2020, between Buffalo Rock Company of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Buffalo Rock Company agrees to furnish vending machine services for Montgomery County Commission in accordance with all provisions of Invitation to Bid No. 51988-20B-021 as issued by Montgomery County Commission on July 13, 2020 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Buffalo Rock Company and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That Buffalo Rock Company will provide vending machine services for Montgomery County Commission at prices submitted in their response to Invitation to Bid No. 51988-20B-021.
3. That the Contract will begin on August 17, 2020 and will end on August 16, 2023.
4. That prices on each category of product shall remain firm for a three (3) year period.
5. That Buffalo Rock Company will pay a twenty-five percent (25%) commission of monthly gross sales to Montgomery County on a monthly basis.
6. That Montgomery County Commission and Buffalo Rock Company reserves the right to cancel this Contract at any time during the contract period, providing either party gives a sixty (60) day written notice.
7. That Buffalo Rock Company shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
8. Buffalo Rock Company agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants

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

9. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the meditation 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 meditation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute 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 Buffalo Rock Company.
10. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17th day of August 2020.

WITNESS:

BUFFALO ROCK COMPANY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AUG 17 2020

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	8/9/2020
DATE:	8/5/2020		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Legal Services	120-51985-305	\$90,000	(\$5,800)	\$84,200
Cellular Service	120-51985-255	\$10,000	\$3,600	\$13,600
Aerial Photography	120-51985-179	\$160,000	\$2,200	\$162,200
Total Budget Change		\$260,000	\$0	\$260,000
TOTAL 2020 APPRAISAL BUDGET		\$3,272,648	\$0	\$3,272,648

To realign the budget to cover Cellular phone increase due to providing phones to all Appraisal staff and to cover a shortage in Aerial Photography for the Pictometry Connect Application.

AGENDA

Request Number: 2

COUNTY COMMISSION APPROVAL: _____

Administrator Date

AGENDA

AUG 17 2020

COUNTY COMMISSION APPROVAL: _____

_____ Administrator	_____ Date
------------------------	---------------

AGENDA

Request Number: 3

COUNTY COMMISSION APPROVAL: _____

Administrator Date

AUG 17 2020

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 3

DEPARTMENT:

Revenue Commissioner's Office

REQUESTED BY: Janet Buskey 7/28/20

Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 7/29/20

Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

✓

Agenda

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
				0
Advertising	001-51500.253	5,000	33,315	38,315
Professional Services	001-51500.307	5,200	(4,450)	750
Office Supplies/Minor Equipment	001-51500.211	23,910	(3,000)	20,910
Fund Balance	001.35900		(25,865)	(25,865)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 34,110	\$ 0	\$ 34,110

JUSTIFICATION: Realign budget to cover cost advertising fees that we could not collect due to the cancellation of our annual tax sale.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG 17 2020

Kevin J. Murphy
CHIEF DEPUTY

July 17, 2020

MEMORANDUM

TO : Ms. Florence Cauthen
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Conversion of Dispatcher Part-Time to Full Time Position

Please see the attached letter from Mayor Gordon Stone with the Town of Pike Road. Mayor Stone has graciously agreed to provide funding for half of the salary of one full-time Dispatcher position. As you are aware, there are a lot of employees out on sick leave regarding the Covid-19 Pandemic including one of our full-time Dispatchers which really left us in a void. Currently, we have three part-time Dispatcher positions available that we can not fill. We are requesting that we're allowed to implement two of those positions and make them into one full-time Dispatcher position. It is our intention that if this conversion is approved, we will be able to implement this change in a timely manner. As you can see, once we approached Pike Road about this matter, they didn't hesitate to assist in this endeavor.

If you have any questions, please do not hesitate to contact me or my assistant, Christie (ext 7106).

DC/crv

encl.

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

www.MontgomerySheriff.com

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

Gordon Stone – Mayor
Betsy Atkins – Council
Angie Bradsher – Council



Chris Dunn – Council
Rob Steindorff – Council
Lee Tolliver – Council

July 15, 2020

Sheriff Derrick Cunningham
Montgomery County Sheriff's Office
115 South Perry Street
Montgomery, AL 36104

Re: Funding assistance request for conversion of part-time dispatch position to full-time dispatch position

Dear Sheriff Cunningham,

Please let this letter serve as an official intention to include in the Town of Pike Road's FY 2021 budget the funding necessary to convert one of your part-time dispatch positions to full-time. I understand this commitment to be around \$23,000.

We are pleased to contribute to the Montgomery County Sheriff's Office in this manner. We appreciate the dedicated and efficient service of your entire staff.

Your unwavering support for the people of Montgomery County is evidenced by the work you do to maintain the health and safety of our communities.

Please do not hesitate to reach out if you need further information.

Thanks and God Bless,

Gordon Stone
Mayor

Town of Pike Road - 9575 Vaughn Road - Pike Road, AL 36064
info@pikeroad.us 334-272-9883 phone 334-272-9884 fax

"The Town of Pike Road has a vision to develop the community in a manner that will maintain and improve the quality of life of its citizens and bring greater economic, recreational, educational and cultural value."

AUG 17 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419147(Replace A Lucas)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date August 24, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date August 3,2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date August 4, 2020
 Employee Benefit Manager

Sherrill Thomas Date 8/9/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

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

AUG 17 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
 Position Number 500421054(Replace S Alexander)
 Pay Grade PC3 Pay Range 40,828 - 61,002
 Proposed Effective Date August 24, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date August 7, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date August 10, 2020
 Employee Benefit Manager

Sherrill Thomas Date 8/11/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

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

AUG 17 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Customer Service Clerk (replace T. Paulk)
Position Number 750016015
Pay Grade A04 Pay Range \$ 28,765-42,978
Proposed Effective Date September 8, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge J C, LOVE, III

Department Head

Date 8/13/2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 8/13/2020

Sherrill Thomas

Finance Director

Date 8/13/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 8/13/2020

AUG 17 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Customer Service Clerk (replace A Bowie)
 Position Number 750016050
 Pay Grade A04 Pay Range \$ 28,765-42,978
 Proposed Effective Date September 8, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

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

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 8/13/2020
 Employee Benefit Manager

Sherrill Thomas Date 8/13/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

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

POSITION FILL REQUEST- BUDGETED VACANCY

AUG 17 2020

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

POSITION INFORMATION:

Position Title Customer Service Clerk (replace L Carroll)
 Position Number 750016060
 Pay Grade A04 Pay Range \$ 28,765-42,978
 Proposed Effective Date September 8, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

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

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 8/13/2020
 Employee Benefit Manager

Sherrill Thomas Date 8/13/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

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

AUG 17 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Detention Facility

DEPARTMENT HEAD: Brandi K. Alexander, Juvenile Detention Director

SUPERVISOR: Patricia Boyd, Assistant Juvenile Detention Director

POSITION INFORMATION:

Position Title Juvenile Detention Officer

Position Number 9003000008 (Replace T London)

Pay Grade PC1 Pay Range 32,597 - 48,705

Proposed Effective Date 8/24/2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander Date 8/11/2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 8/12/2020

Employee Benefit Manager

Sherrill Thomas Date 8/14/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 8/14/2020

County Administrator

AUG 17 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility Juvenile Court
 DEPARTMENT HEAD: Ray Williams, Chief Probation Officer
 SUPERVISOR: Keno Boman, Probation Supervisor

POSITION INFORMATION:

Position Title Juvenile Probation Officer (replacing Tapley with JPO I)
 Position Number 930304007
 Pay Grade A06 - Step I Pay Range \$36,284 - \$54,214
 Proposed Effective Date _____
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Ray Williams, Chief Probation Officer

Department Head

Date 7/21/2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 7/21/2020

Sherrill Thomas

Finance Director

Date 7/21/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 7/21/2020

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA

AUG 17 2020

Date: August 6, 2020
To: Montgomery County Commission
From: Doug Singleton
Re: Approval for the following travel:

Destination: Prattville, Alabama (Marriott Legends at Capitol Hill)
Departure Date: September 30, 2020 Return Date: October 1, 2020
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: ACCA County Government Education
Education Program (Ethics for Public Officials and Employees)

Traveler (s) Name: 1. Doug Singleton 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$221.80 Advance Registration Required: \$185.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$185.00 Mileage - \$ 36.80 (2x18.40)
Meals- Provided by ACCA

To: Florence M. Cauthen
From: Montgomery County Commission

The above request is app. 8/17/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$221.80 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$10,645.53</u>
Budget Available:	<u>\$29,354.47</u>
Current Requests:	<u>\$221.80</u>
Budget Balance:	<u>\$29,132.67</u>

Montgomery County Commission

Reviewed by: S. Thomas

Date: 8/9/2020

cc: Finance Director / Buyer

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



SHERILL R. THOMAS, CPA
FINANCE DIRECTOR

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT

334.832.1230
TDD 334.265.3568
FAX 334.832.2533

AGENDA

AUG 17 2020

Memo:

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

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

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

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

To 7.5% from 6% for regular employees

To 8.5% from 7% for law enforcement employees

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

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

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

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667

20-1

RESOLUTION TO PROVIDE TIER I BENEFITS TO TIER II PLAN MEMBERS

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

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

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

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

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

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

Signature of Authorizing Official _____

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

Date _____



**Employer
Information**

Name of Agency MONTGOMERY COUNTY COMMISSION

Full name, no initials please

Unit Code EMGC

**Plan
Information**

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

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

Plan Options

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

☐ Employer's funding level drops below _____ %.

☐ Employer's contribution rate increases above _____ %.

☒ Employer is unable to make its required employer contribution.

☐ On _____ (insert date).

☐ Other (insert other circumstances): _____

**Employer
Certification**

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

Sign Here →

Signature of Authorizing Official _____ Date _____

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

Please Print

Telephone Number 334-832-1210

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

AGENDA

August 12, 2020

AUG 17 2020

TO: Elton Dean – Commission Chairman
Montgomery County, Alabama

FROM: Phil Bryant –Executive Director
Montgomery County Community Corrections

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

Dear Chairman Dean:

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

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

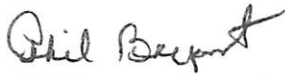
The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections. The provision of these services helps to protect public safety while maintaining offender accountability.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

PHIL BRYANT - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM •
COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

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

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

Respectfully submitted,



Phil Bryant –Executive Director
Montgomery County Community Corrections Department

PHIL BRYANT - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM •
COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

21-2

AGENDA

AUG 17 2020

MEMORANDUM

TO: Florence M. Cauthen, County Administrator

FROM: Khristie Davis, Buyer 

DATE: August 12, 2020

RE: Invitation to Bid No. 51901-20B-022
Courthouse Move

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

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

Attachment

[illegible]

Abstract for Bid No. 51901-20B-022 - Courthouse Move

22-2

AUG 17 2020

To: Montgomery County Commission

From: Lamar Allen, General Services Director

Date: August 13, 2020

Re: Flatwood Community Center

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

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

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

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

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

CERTIFIED TABULATION OF BIDS

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

BIDDERS	SURETY	Base Bid	Alt. #1 Replace existing door lockset	Alt. #2 Replace drywall ceiling & attic insulation	Alt. #3 Install epoxy coating over floor	Alt. #4 Repaint existing building exterior	Total
E. Marshall Ltd.	Old Republic Surety Co.	\$238,290	\$1,800.00	\$4,500.00	\$5,250.00	\$2,800.00	\$252,640.00
ITNOA	Westfield Insurance	\$219,800	\$2,200.00	\$10,200.00	\$2,800.00	\$8,600.00	\$243,600.00
Provision Contracting Services	U.S. Fire Ins. Co.	\$270,471	\$2,038.00	\$8,815.00	\$15,875.00	\$3,329.00	\$300,528.00

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

Sworn and subscribed before me this ____ day of _____

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

Signature

Notary Public _____ L.S.

Section 39-2-6

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

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

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

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

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

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

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

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

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

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

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

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

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

AUG 17 2020

MEANS GILLIS LAW, P.C.

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60 COMMERCE STREET · SUITE 200 · MONTGOMERY, ALABAMA 36103-5058
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KRISTEN J. GILLIS¹
TIFFANY G. MEANS¹

August 17, 2020

OF COUNSEL
NORBERT H. WILLIAMS¹

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

Mr. Elton Dean, Chairman
Montgomery County Commission
101 S. Lawrence St.
Montgomery, AL 36104

Re: Executive Serssion to discuss pending or potential litigation/legal opinions

Dear Chairman Dean:

This letter is to advise you and the members of the Montgomery County Commission that I have been consulted on a matter on which the Montgomery County Commission is considering convening an executive session for discussions with legal counsel regarding pending legal matters and the good name and character of individuals at its August 17, 2020 meeting. I have determined that, in my little opinion, this matter is appropriate for an executive session.

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

Sincerely yours,

MEANS GILLIS LAW, LLC

/s/ Tyrone C. Means

Tyrone C. Means
Bar No.: ASB-8760-S80T

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

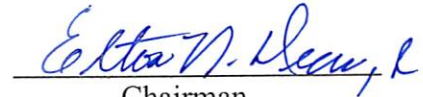
		For Reference, See	
☐	1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐	2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i>	Page 21	Section IV (A) 2
	a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
	b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
	c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
	d. Security Plans and Measures	Page 24	Section IV (B) 4
	e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
	f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
	g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
	h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
	i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	Section IV (B) 9
☐	3. Receive a Written or Oral Declaration (if necessary).	Page 20	Section IV (A) 4
	a. Written Declarations are required for these Executive Sessions:		
	I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration.		
	II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials.		
	III. Discussions concerning the negotiations between the body and a group of public employees.		
	b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.		
☐	4. Vote to go into Executive Session	Page 20	Section IV (A) 4
	a) The vote must be open/public; and		
	b) Each member must openly give his/her individual vote.		
☐	5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, September 8, 2020, at 8:30 in the morning.



Administrator



Chairman